

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTTIE KAMINSKI
Councilmember At Large B
DANNY EARP
Mayor Pro-Tem
Councilmember District 1



CHUCK ENGELKEN
Councilmember District 2
DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
Councilmember District 5
MIKE CLAUSEN
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held April 10, 2017, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Dr. B.L. Worsham, Second Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Kristin Martin.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Sexual Assault Awareness Month - Mayor Rigby
 - (b) Proclamation - Fair Housing Month in the City of La Porte - Mayor Rigby
 - (c) Proclamation - National Animal Control Officer Appreciation Week - Mayor Rigby
 - (d) Proclamation - National Public Safety - Telecommunications Week - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)
6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding minutes of the meeting held on March 27, 2017 - P. Fogarty
 - (b) Consider approval or other action regarding an Ordinance amending Sections 2 and 5 of Ordinance 2017-3661, concerning appointment of election judges for the City's general election on May 6, 2017 - P. Fogarty
 - (c) Consider approval or other action regarding a Resolution authorizing the resale of tax delinquent property located at Lot 5, Block 1, Battleground Estates - S. Wolny
 - (d) Consider approval or other action regarding the purchase of Neptune meters form HD Supply - M. Dolby
 - (e) Consider approval or other action regarding proposed amendments to development agreement with Liberty Property Trust to allow exterior storage with identified restrictions in portion of Port Crossing Business Park- C. Alexander

- (f) Consider approval or other action regarding a Resolution authorizing the City Manager and the La Porte Police Department to submit for the Crime Victim's Liaison Grant covering 2018 and 2019 Fiscal Years in order to continue partial funding for the Crime Victim's Liaison position - K. Adcox
- (g) Consider approval or other action rejecting all bids for Bid # 17012 for Headstart Facility Parking Improvements - D. Pennell
- (h) Consider approval or other action awarding Bid #17013 for an Automated Weather Observation System - D. Pennell
- (i) Consider approval or other action awarding Bid #17014 for Lomax Arena Parking Lot Improvements - D. Pennell

7. AUTHORIZATIONS

- (a) Consider approval or other action regarding an appeal by American Recyclers of the City's denial for the operation of donation collection bins at 9701 Fairmont Parkway and 8300 Spencer Highway - C. Alexander

8. REPORTS

- (a) Receive report of the Fiscal Affair Committee - Councilmember Engelken

9. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, April 20, 2017
- City Council Meeting, Monday, April 24, 2017
- Zoning Board of Adjustment Meeting, Thursday, April 27, 2017

- 10. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of communitymembers, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp, Clausen, J. Martin and Mayor Rigby

11. EXECUTIVE SESSION

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

Texas Government Code, Section 551.074 - Personnel Matter: Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Denise Mitrano, Municipal Court Judge.

- 12. RECONVENE** into regular session and consider action, if any, on item(s) discussed in executive session.

13. ADJOURN

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

CERTIFICATION

I certify that a copy of the April 10, 2017 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on April 4, 2017.

Patrice Sogarty



Council Agenda Item April 10, 2017

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Dr. B.L. Worsham, Second Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Kristin Martin.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Proclamation - Sexual Assault Awareness Month - Mayor Rigby
 - (b) Proclamation - Fair Housing Month in the City of La Porte - Mayor Rigby
 - (c) Proclamation - National Animal Control Officer Appreciation Week - Mayor Rigby
 - (d) Proclamation - National Public Safety - Telecommunications Week - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Office of the Mayor



Proclamation

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, with statistics showing 1 in 5 women and 1 in 71 men will be raped at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that 1 in 6 boys and 1 in 4 girls will experience a sexual assault before age 18; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, prevention is possible when everyone gets involved. By promoting safe behaviors, thoughtful policies and healthy relationships, we can create safe and equitable communities where every person is treated with respect. The first step is to increase education, awareness, and community involvement; and

WHEREAS, April is Sexual Assault Awareness Month, but each day of the year is an opportunity to create change for the future.

Now, Therefore, I, Mayor Louis R. Rigby, along with members of the La Porte City Council, proudly proclaim the month of April, 2017 as

“SEXUAL ASSAULT AWARENESS MONTH”

In the City of La Porte, and join with advocates and communities across the country in taking action to prevent sexual violence, by taking all opportunities to create change for the future.

IN WITNESS THEREOF, I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 10th day of April, 2017.

CITY OF LA PORTE

Louis R. Rigby, Mayor

Office of the Mayor



Proclamation

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, I, Mayor Louis R. Rigby, along with members of the La Porte City Council, do hereby declare the month of April as the month to urge all citizens of this locality to become aware of and support the Fair Housing Law and therefore proclaim this month as

“Fair Housing Month in the City of La Porte”

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 10th day of April 2017.

CITY OF LA PORTE

Louis R. Rigby, Mayor

Office of the Mayor



Proclamation

WHEREAS, the National Animal Control Association has designated the second week of April each year as Animal Control Officer Appreciation Week; and

WHEREAS, the various federal, state and local government officials throughout the country take this time to recognize, thank and commend all Animal Control officers and staff for the dedicated service they provide to various public safety and public service agencies and departments across the country; and

WHEREAS, the City of La Porte Animal Control officers and staff provide outstanding service on a daily basis to the residents of the City; and

WHEREAS, Animal Control officers and staff dedicate many long hours of service to this community and fulfill the Animal Control Department's commitment to providing the highest and most efficient level of customer service; and

WHEREAS, the service provided by the Animal Control officers and their staff is in keeping with the long and distinguished tradition of the animal control profession.

Now, Therefore, I, Louis R. Rigby, Mayor, along with members of the La Porte City Council, proudly proclaim April 9 through 14, 2017, as

“NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK”

IN WITNESS THEREOF, I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 10th day of April, 2017.

CITY OF LA PORTE

Louis R. Rigby, Mayor

Office of the Mayor



Proclamation

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and Paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the La Porte police fire communications center; and

WHEREAS, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are the single vital link for our police officers, firefighters, and paramedics by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, Public Safety Dispatchers of the La Porte Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Now, Therefore, I, Louis R. Rigby, Mayor, along with members of the La Porte City Council, proudly proclaim April 9 through 14, 2017, as

“NATIONAL PUBLIC SAFETY-TELECOMMUNICATIONS WEEK”

In the City of La Porte, in honor of the men and women whose diligence and professionalism keep our city and citizens safe from harm.

IN WITNESS THEREOF, I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 10th day of April, 2017.

.

.

CITY OF LA PORTE

Louis R. Rigby, Mayor



Council Agenda Item April 10, 2017

6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
- (a) Consider approval or other action regarding minutes of the meeting held on March 27, 2017 - P. Fogarty
 - (b) Consider approval or other action regarding an Ordinance amending Sections 2 and 5 of Ordinance 2017-3661, concerning appointment of election judges for the City's general election on May 6, 2017 - P. Fogarty
 - (c) Consider approval or other action regarding a Resolution authorizing the resale of tax delinquent property located at Lot 5, Block 1, Battleground Estates - S. Wolny
 - (d) Consider approval or other action regarding the purchase of Neptune meters form HD Supply - M. Dolby
 - (e) Consider approval or other action regarding proposed amendments to development agreement with Liberty Property Trust to allow exterior storage with identified restrictions in portion of Port Crossing Business Park- C. Alexander
 - (f) Consider approval or other action regarding a Resolution authorizing the City Manager and the La Porte Police Department to submit for the Crime Victim's Liaison Grant covering 2018 and 2019 Fiscal Years in order to continue partial funding for the Crime Victim's Liaison position - K. Adcox
 - (g) Consider approval or other action rejecting all bids for Bid # 17012 for Headstart Facility Parking Improvements - D. Pennell
 - (h) Consider approval or other action awarding Bid #17013 for an Automated Weather Observation System - D. Pennell
 - (i) Consider approval or other action awarding Bid #17014 for Lomax Arena Parking Lot Improvements - D. Pennell

LOUIS RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTTIE KAMINSKI
Councilmember At Large B
DANNY EARP
Mayor Pro-Tem
Councilmember District 1



CHUCK ENGELKEN
Councilmember District 2
DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
Councilmember District 5
MIKE CLAUSEN
Councilmember District 6

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE MARCH 27, 2017

The City Council of the City of La Porte met in a regular meeting on **Monday, March 27, 2017**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Engelken, J. Martin, K. Martin, Earp, Clausen, Leonard, Zemanek, and Kaminski. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Brian Christen, La Porte Community Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Jay Martin.
4. **PRESENTATIONS, PROCLAMATIONS and RECOGNITIONS**
 - (a) Proclamation – Jesse Garcia Day – Mayor Rigby

Mayor Rigby presented a proclamation to the Garcia family in honor of Jesse Garcia Day.
 - (b) Proclamation – La Porte Special Olympics Shrimp Boil Day – Mayor Rigby

Mayor Rigby presented a proclamation for the La Porte Special Olympics Shrimp Boil Day.
 - (c) Recognition – Certificate of Appreciation John Samuel Gianukos – Mayor Rigby

Mr. John Samuel Gianukos was not present for his recognition.
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)
6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding minutes of meeting held on March 13, 2017 – P. Fogarty
 - (b) Receive 2016 Comprehensive Annual Financial (CAFR) Report – M. Dolby

- (c) Consider approval or other action regarding a Resolution authorizing the City Manager as the authorized grant official and approving the grant application for Digital Forensics Investigative Equipment, through the Criminal Justice Division, Office of the Governor, State of Texas – K. Adcox
- (d) Consider approval or other action regarding a Resolution authorizing the City Manager as the authorized grant official and approving the grant application for the Firearms Training Simulator through the Criminal Justice Division, Office of the Governor, State of Texas – K. Adcox

Councilmember Engelken made a motion to approve the Consent Agenda Items pursuant to staff recommendations. Councilmember Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

7. AUTHORIZATIONS

- (a) Consider approval or other action authorizing the City Manager to execute a Local Government Code Chapter 380 Agreement between the City of La Porte and Oakland Land and Development Company for Sector 23 economic development program – T. Leach

Assistant City Manager Traci Leach presented a summary.

Jeff Burkhalter and Bill Campbell, with Oakland Land and Development Company, and Public Works Director Don Pennell provided additional information.

Councilmember Earp made a motion to authorize the City Manager to execute a Local Government Code Chapter 380 Agreement between the City of La Porte and Oakland Land and Development Company for Sector 23 economic development program. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

8. REPORTS

- (a) Receive report of the La Porte Development Corporation Board – Councilmember Engelken

Councilmember Engelken provided a report of the La Porte Development Corporation Board meeting held prior to the City Council Meeting.

9. ADMINISTRATIVE REPORTS

There were no additional reports.

- 10. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information.

Councilmember J. Martin recognized the Garcia Family and commented he is looking forward to the upcoming Shrimp Boil;

Councilmember K. Martin recognized the Garcia Family and commented how the death of Jesse Garcia is a great loss to the community;

Councilmember Kaminski recognized the Garcia Family;

Councilmember Zemanek recognized the Garcia Family and commented he is proud to call Jesse Garcia a friend, and that he will be sorely missed. Councilmember Zemanek also commented he is looking forward to the Shrimp Boil;

Councilmember Leonard had no additional comments;

Councilmember Engelken recognized the Garcia Family, and congratulated Brian Sterling on his retirement Friday, March 31, 2017, after serving 30 years with the City and wished him well on his endeavors in retirement;

Councilmember Earp sent his condolences to the Garcia Family; sent best wishes to the Special Olympics on the shrimp boil; reminded everyone about the Lomax Cook-off is this weekend; and reminded everyone to come out to enjoy Bar-B-Que and a good time;

Councilmember Clausen recognized the Garcia Family and agreed that Jesse will be sorely missed; he hopes the Shrimp Boil goes well; and he mentioned the Lomax Cook-off and the Livestock Show coming up soon;

Mayor Rigby recognized how important Jesse Garcia was in the community and sent his condolences to the family; and mentioned that this Wednesday, March 29, 2017, is the State of the City at the Houston Yacht Club.

11. **ADJOURN** - There being no further business, Councilmember Earp made a motion to adjourn the meeting at 6:33 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Patrice Fogarty, City Secretary

Passed and approved on April 10, 2017.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>April 10, 2017</u>	<u>Budget</u>
Requested By: <u>Patrice Fogarty, City Secretary</u>	Source of Funds: <u>General Budget</u>
Department: <u>City Secretary</u>	Account Number: <u>6067-510-6004</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> X </u>	Amount Budgeted: <u>\$35,000</u>
	Amount Requested: <u>\$35,000</u>
	Budgeted Item: <u>YES</u> <u>NO</u>

Exhibits: Amending Ordinance

SUMMARY & RECOMMENDATION

At the January 9, 2017 meeting, Council adopted Ordinance No. 2017-3661, which, among other things, ordered the general election for the City of La Porte on May 6, 2017, and appointed election officials.

Martha Gillett was appointed Presiding Judge of the Central Counting Station at City Hall on Election Day; and Barbara Matusak was appointed Presiding Judge for Districts 1, 2, 3, & 6 at the ITC Building on Election Day.

Staff has been advised that neither Martha Gillett nor Barbara Matusak are available to fulfill duties of an election official on Election Day.

The ordinance for Council's consideration this evening proposes to amend Ordinance No. 2017-3661 by appointing Jana Wood as Presiding Judge of the Central Counting Station and Debbie Yancey as Presiding Judge for Precincts 1, 2, 3, & 6 on Election Day.

Action Required by Council:

Consider approval or other action of an ordinance amending Sections 2 and 5 of Ordinance No. 2017-3661 in order to appoint Jana Wood as Presiding Judge of the Central Counting Station and Debbie Yancey as Presiding Judge for Precincts 1, 2, 3, and 6 on Election Day for the City's general election to be held on May 6, 2017.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2017-_____

AN ORDINANCE OF THE CITY OF LA PORTE, TEXAS, AMENDING SECTIONS 2 AND 5 OF ORDINANCE NO. 2017-3661, ADOPTED ON JANUARY 9, 2017, WHICH, AMONG OTHER THINGS, ORDERED THE REGULAR ANNUAL ELECTION OF THE CITY OF LA PORTE, TEXAS TO BE HELD ON MAY 6, 2017, AND APPOINTED ELECTION OFFICIALS; CONTAINING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, on January 9, 2017, the City Council of the City of La Porte adopted Ordinance No. 2017-3661, which, among other things, ordered the regular annual election of the City of La Porte, Texas, to be held on May 6, 2017, and appointed election officials; and

WHEREAS, the City Council of the City of La Porte desires to amend Ordinance No. 2017-3661 to appoint replacement election officials for the regular annual election to be held on May 6, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Ordinance No. 2017-3661, adopted on January 9, 2017, is hereby amended by deleting Section 2 thereof and substituting in its place a new Section 2 to provide removal of Barbara Matuszak and appointment of Debbie Yancey as Presiding Judge for Precincts 1, 2, 3, and 6 on Election Day, May 6, 2017, which new Section 2 shall read as follows:

"Section 2. Said election shall be held at each of the following voting places within said City, and the following named persons are hereby appointed as officers of said election, to-wit:

Election Precinct #1

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at a point on the east right-of-way line of Underwood Road, said point being the southwest corner of Tract 490B-1, La Porte Outlots, and the northwest corner of Reserve A1, Block 14, Creekmont, Section 2;

THENCE in a westerly direction a point for corner on the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west right-of-way line of Underwood Road to its projected intersection with the north right-of-line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to the southwest corner of Tracts 30A & 30A-1, Strang Subdivision;

THENCE in a northerly direction along the west line of Tracts 30A & 30A-1, Tracts 17A & 18, and Tracts 17A-1 & 18A, Strang Subdivision, to a point for corner at the northwest corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in an easterly direction along the north line of Tracts 17A-1 & 18, Strang Subdivision to a point for corner at the northeast corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in a southerly direction along the east line of Tracts 17A-1 & 18, Tracts 17A & 18, and Tracts 30A & 30A-1, Strang Subdivision to a point for corner at the southeast of Tracts 30A & 30A-1, said point being located on the north right-of-way line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to its intersection with the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in a westerly direction along the centerline of Old La Porte Road to the west right-of-way line of Sens Road;

THENCE in a southerly direction along the west right-of-way of Sens Road to the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to the projected northeast corner of Tracts 1A & 1B, La Porte Outlots;

THENCE in a westerly direction along the north line of Tracts 1A & 1B, Lot 2, Lot 3, Lot 4, Lots 5 & 6, Lot 7, Lots 8, 13 & 28, and Lots 9, 10, 10-1/2, 11, 11-1/2, 30 & 30-1/2 to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in a southerly direction along the east line of Tract 471, La Porte Outlots to a point at the southeast corner of Tract 471, La Porte Outlots;

THENCE in a westerly direction along the south line of Tracts 471, Tracts 471D & 471D-1 and Tract 471D-2, to the east line of the City of La Porte Municipal Airport;

THENCE in a southerly direction along the east line of the City of La Porte Municipal Airport to the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to the centerline of Farrington Boulevard;

THENCE in a northerly direction along the centerline of Farrington Boulevard to the centerline of Meadow Place Drive;

THENCE in a westerly direction along the centerline of Meadow Place Drive to its projected intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to the projected north line of the Creekmont Subdivision;

THENCE in a westerly direction along the north line of the Creekmont Subdivision to POINT OF BEGINNING of the herein-described District 1 boundary.

Election Officials:

Debbie Yancey, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #2

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and a line projected south from the southwest corner of Tract 17K, W.M. Jones Survey, A-482;

THENCE in a northerly direction along the west line of Tracts 17K, 17K-1, 17-D, 17E & 17R, and 17M, W.M. Jones Survey, A-482, to its projected intersection with the north right-of-way line of Spencer Highway (West Main Street);

THENCE in an easterly direction along the north right-of-way line of Spencer Highway (West Main Street) to its intersection with the projected centerline of Clarksville Road;

THENCE in a southerly direction along the centerline of Clarksville Road to its intersection with the centerline of Carlow Lane;

THENCE in an easterly direction along the centerline of Carlow Lane to its intersection with the centerline of Underwood Road;

THENCE in a southerly direction along the centerline of Underwood Road to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 2 boundary.

Election Officials:

Debbie Yancey, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #3

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the centerline of Underwood Road;

THENCE in a northerly direction along the centerline of Underwood Road to its intersection with the centerline of Carlow Lane;

THENCE in a westerly direction along the centerline of Carlow Lane to its intersection with the centerline of Clarksville Road;

THENCE in a northerly direction along the centerline of Clarksville Road to its intersection with the north right-of-way line of Spencer Highway;

THENCE in an easterly direction along the north right-of-way of Spencer Highway (West Main Street) to its intersection with the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west line of Underwood Road to its intersection with the projected northernmost boundary of the Creekmont Subdivision;

THENCE in an easterly direction along the north line of the Creekmont Subdivision to its intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a southerly direction along the centerline of Big Island Slough to its intersection with the centerline of Hillridge Road;

THENCE in a westerly direction along the centerline of Hillridge Road to its intersection with the centerline of Roseberry Drive;

THENCE in a southerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Rocky Hollow Road;

THENCE in a westerly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its intersection with the centerline of Clairmont Drive;

THENCE in a westerly direction along the centerline of Clairmont Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a southerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Parkway Drive;

THENCE in an easterly direction along the centerline of Parkway Drive to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its projected intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to its intersection with the centerline of Underwood Road being POINT OF BEGINNING of the herein-described District 3 Boundary.

Election Officials:

Debbie Yancey, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #4

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at point at the intersection of the centerline of Spencer Highway (West Main Street) and the projected east line of the City of La Porte Municipal Airport;

THENCE in a northerly direction along the east line of the City of La Porte Municipal Airport to the westernmost northwest corner of Lots 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, La Porte Outlots;

THENCE in an easterly direction along the south line of Tracts 471D-2, 471D & 471D-1, and 471, La Porte Outlots, to the southeast corner of Tract 471, La Porte Outlots;

THENCE in a northerly direction along the east line of Tract 471, La Porte Outlots, to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in an easterly direction along the north line of Tracts 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, Lots 8, 13, & 28, Lot 7, Lots 5 & 6, Lot 4, Lot 3, Lot 2, and Tracts 1A & 1B, La Porte Outlots, to the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to a point 350' north of the intersection of the centerline of North "P" Street and Sens Road;

THENCE in a westerly direction along the west right-of-way of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in an easterly direction along the centerline of Old La Porte Road to its intersection with the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to its intersection with the north right-of-way line of State Highway 225;

THENCE in an easterly direction along the north right-of-way line of State Highway 225 to the northeast corner of Tract 12A, Enoch Brinson Survey, A-5;

THENCE in a westerly direction along the north line of Tract 12A and Tract 12B, Enoch Brinson Survey, A-5, to the east right-of-way line of Strang Road;

THENCE in a northerly direction along the east right-of-way of Strang Road to the northwest corner of Tract 13D-3, Staashen Subdivision;

THENCE in an easterly direction along the north line of Tracts 13D-3 and Tract 13D, Staashen Subdivision, to the west right-of-way of State Highway 146;

THENCE in a northeasterly direction along the west right-of-way of State Highway 146 to its intersection with the shoreline of San Jacinto Bay;

THENCE in a westerly direction along the meanders of the shoreline of San Jacinto Bay to a point for corner at its intersection with the north boundary line of the La Porte Independent School District;

THENCE in an easterly direction along the north line of La Porte Independent School District to its intersection with an imaginary line 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel;

THENCE in a southeasterly direction along said imaginary line situated 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel to its intersection with the north line of the City of Morgan's Point;

THENCE in a westerly direction along the north line of the City of Morgan's Point to its intersection with the west line of the City of Morgan's Point, said point being a line projected northward from the east right-of-line of North Broadway;

THENCE in a southerly direction along the east line of North Broadway to its intersection with the north line of Barbour's Cut Boulevard;

THENCE along the north line of Barbour's Cut Boulevard to its intersection with the projected east line of Donaldson Avenue;

THENCE in a southeasterly direction along the east line of Donaldson Avenue to its intersection with the centerline of East "E" Street;

THENCE in a southwesterly direction along the centerline of East "E" Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a southeasterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of Park Street;

THENCE in a southwesterly direction along the centerline of Park Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a northwesterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of East "G" Street;

THENCE in a southwesterly direction along the centerline of East "G" Street to its intersection with the centerline of South Broadway;

THENCE in a southerly direction along the centerline of South Broadway to its intersection with the centerline of Fairmont Parkway;

THENCE in a westerly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South 16th Street;

THENCE in a northerly direction along the centerline of South 16th Street to its intersection with the centerline of West "B" Street;

THENCE in a westerly direction along the centerline of West "B" Street to its intersection with the centerline of South 17th Street;

THENCE in a northerly direction along the centerline of South 17th Street to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the projected east line of the City of La Porte Municipal Airport and the POINT OF BEGINNING of the herein-described District 4 boundary.

Election Officials:

Mary Ann Trainer, Presiding Judge
Norma Repman, Alternate Presiding Judge

Election Precinct #5

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

TRACT 1:

BEGINNING at the intersection of the centerline of Spencer Highway (West Main Street) and the centerline of Fleetwood Drive;

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of South 17th Street;

THENCE in a southerly direction along the centerline of South 17th Street to its intersection with the centerline of West "B" Street;

THENCE in an easterly direction along the centerline of West "B" Street to its intersection with the centerline of South 16th Street;

THENCE in a southerly direction along the centerline of South 16th Street to its intersection with the centerline of Fairmont Parkway;

THENCE in an easterly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South Broadway;

THENCE in a northerly direction along the centerline of South Broadway to its intersection with the centerline of East "G" Street;

THENCE in a northeasterly direction along the centerline of East "G" Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a southeasterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of Park Street;

THENCE in a northeasterly direction along the centerline of Park Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a northwesterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of East "E" Street;

THENCE in a northeasterly direction along the centerline of East "E" Street to its intersection with the west line of the City of Morgan's Point;

THENCE in a southeasterly along the west line of the City of Morgan's Point to its intersection with the shoreline of Galveston Bay;

THENCE in a southerly direction along the shoreline of Galveston Bay to its intersection with the north line of the City of Shoreacres;

THENCE in a westerly direction along the north line of the City of Shoreacres to its intersection with the west line of State Highway 146;

THENCE in northeasterly direction along the west line of the State Highway 146 to the south line of McCabe Road;

THENCE in a westerly direction along the south line of McCabe Road to its projected intersection with the west line of the Union Pacific Railroad right-of-way;

THENCE in a northerly direction along the west line of the Union Pacific Railroad right-of-way to its intersection with the south line of Fairmont Parkway;

THENCE in a westerly direction along the south line of Fairmont Parkway to its intersection with the centerline of Driftwood Drive;

THENCE in a northerly direction along the centerline of Driftwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in a westerly direction along the centerline of Spruce Drive North to its intersection with the centerline of Fleetwood Drive;

THENCE in a northerly direction along the centerline of Fleetwood Drive to the POINT OF BEGINNING of the herein-described Tract 1 of District 5 boundary.

TRACT 2:

BEGINNING at the intersection of the east line of South Broadway and the south line of the City of Shoreacres;

THENCE in an easterly direction along the south line of the City of Shoreacres to its intersection with the northeast corner of the Bay Colony Subdivision and the shoreline of Galveston Bay;

THENCE in a southeasterly direction along the east line of the Bay Colony Subdivision and the shoreline of Galveston Bay to the southeast corner of the Bay Colony Subdivision, said corner also being the city limit line of the City of Pasadena;

THENCE in a westerly direction along the south line of the Bay Colony Subdivision and the city limit line of the City of Pasadena to its intersection with the east right-of-way of South Broadway;

THENCE in a northerly direction along the east line of South Broadway to the POINT OF BEGINNING for the herein-described Tract 2 of District 5 boundary.

Election Officials:

Mary Ann Trainer, Presiding Judge
Norma Repman, Alternate Presiding Judge

Election Precinct #6

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the projected centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Parkway Drive;

THENCE in a westerly direction along the centerline of Parkway Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a northerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Clairmont Drive;

THENCE in an easterly direction along the centerline of Clairmont Drive to its intersection with the centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Rocky Hollow Road;

THENCE in an easterly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Roseberry Drive;

THENCE in a northerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Hillridge Road;

THENCE in an easterly direction along the centerline of Hillridge Road to its intersection with Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to its intersection with the projected centerline of Meadow Place Drive;

THENCE in an easterly direction along the centerline of Meadow Place Drive to its intersection with the centerline of Farrington Boulevard;

THENCE in a southerly direction along the centerline of Farrington Boulevard to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of Fleetwood Drive;

THENCE in a southerly direction along the centerline of Fleetwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in an easterly direction along the centerline of Spruce Drive North to its intersection with the centerline of Driftwood Drive;

THENCE in a southerly direction along the centerline of Driftwood Drive to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 6 boundary.

Election Officials:

Debbie Yancey, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Early Voting

Polling Places: La Porte City Hall (Council Chambers) – Main Early Voting Polling Place
604 West Fairmont Parkway
La Porte, Texas 77571

Instructional Technology Center (ITC Building) – Branch Polling Place
9832 Spencer Hwy.
La Porte, Texas 77571

Bi-Lingual Election Clerk/Interpreter: Isabel Salas and/or Gladis Sanchez.”

Section 2. Ordinance No. 2017-3661, adopted on January 9, 2017, is hereby amended by deleting Section 5 thereof and substituting in its place a new Section 5 to provide removal of Martha Gillett and appointment of Jana Wood as Presiding Judge of the Central Counting Station on Election Day, May 6, 2017, which new Section 5 shall read as follows:

“**Section 5.** The City Secretary's election office in the La Porte City Hall is hereby designated as the Central Counting Station to receive all ballots cast at said election, and Patrice Fogarty is hereby appointed the Presiding Manager for said Central Counting Station, and Sharon Harris is hereby appointed the Alternate Presiding Manager for said Central Counting Station. Said Manager shall appoint any clerks necessary to assist in receiving ballots and other records and in performing the other duties of said Manager in this regard. Jana Wood is hereby appointed as the Presiding

Judge of the Central Counting Station, and Sharon Harris is hereby appointed as Alternate Presiding Judge for said Central Counting Station.

The City Secretary is hereby authorized and directed to obtain, or cause to be obtained, the necessary electronic tabulating equipment, to arrange for the testing thereof as provided by law and to employ a duly qualified manager and a duly qualified tabulation supervisor to perform the duties respectively imposed on them by law with respect to the processing and tabulation of ballots at the Central Counting Station. Sharon Harris is hereby appointed the tabulation supervisor, and Gladis Sanchez is hereby appointed the assistant tabulation supervisor.

In compliance with Chapter 127 of the Texas Election Code, the tabulation supervisor, assistant tabulation supervisor, presiding judge of counting station, alternate presiding judge of counting station and any appointed clerks are entitled to compensation at the same rate as a precinct presiding judge except that the counting station judge is entitled to a minimum compensation of five hours' pay regardless of the amount of time worked; and a clerk who serves for the entire time a counting station is in operation is entitled to a minimum compensation of three hours' pay regardless of the amount of time worked."

Section 3. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance, and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 4. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This Ordinance shall be in effect from and after its passage and approval.

PASSED, APPROVED and ADOPTED this ____ day of April, 2017.

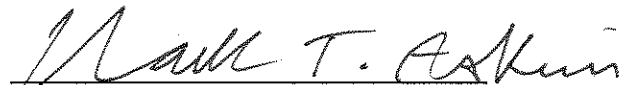
CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby
Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:



Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: April 10, 2017

Appropriation

Requested By: Shelley Wolny

Source of Funds: _____

Department: Finance

Account Number: _____

Report: ☐ Resolution: ☒ Ordinance: ☐

Amount Budgeted: _____

Other: ☐ _____

Amount Requested: _____

Attachments :

Budgeted Item: ☒ YES ☐ NO

1. Resolution

2. Resale 2012-18984

SUMMARY & RECOMMENDATIONS

If a property is sold or struck off to a taxing unit that is party to the judgment, the taxing unit may sell the property at any time by public or private sale. The City of La Porte has had these properties on the public resale list for more than an adequate amount of time and has received a bid for the minimum bid amount set by the judgment or higher; at this time staff is asking the City Council to pass a resolution to approve the sale of the property listed below for the amount that has been offered.

2012-18984 – Lot 5 Block 1, Battleground Estates Sec 1 – Offer \$10,249.00

(Adjudged Value = \$10,249.00, Cost + Taxes + Liens = \$13,236.41)

Action Required of Council:

Consider approval of the Resolution authorizing the sale on the property listed above.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 2017- .

RESOLUTION AUTHORIZING THE RESALE OF CERTAIN PROPERTY

WHEREAS the City of La Porte (City), in the course of its function as a taxing entity in the State of Texas, obtains title to real property in the capacity as Trustee for itself and other taxing units that tax the property; and

WHEREAS it is necessary for various reasons that some of the property so obtained must be resold by the taxing units for less than the aggregate amounts of taxes, penalties, interest and costs; and

WHEREAS Section 34.05 of the Texas Property Tax Code requires that when real property is sold for less than the aggregate amount of taxes, penalties, interest and costs, the sale must be approved by all taxing units that tax the property; and

WHEREAS the City has adopted procedures designed to provide all parties the opportunity to submit offers to purchase such real property and to secure the best offer for such property that is sufficient to pay at least the costs of suit and sale of such property; and

WHEREAS it is desirable that resale of the property be free and clear of all claims of the taxing units, for all taxes, penalties interest and costs that have accrued up to the date of resale

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA PORTE,

Section 1. That the City of La Porte, as Trustee, resells the real properties described in the attached Exhibit "A", for the amounts set for on said Exhibit "A", in full satisfaction of taxes, penalties, interest and costs that have accrued on the property up to the date of sale.

Section 2. That the City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the offices of City of La Porte for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED this the 10th day of April 2017.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

EXHIBIT A

TAX RESALE PROPERTY TO BE SOLD

TRACT 1: Resale Property 2012-18984
 Legal Description: LT 5 BLK 1, BATTLEGROUND ESTATES SEC 1
 HCAD #080-012-000-0005
 Offer Amount: \$10,249.00

(Language pursuant section 11.008 of the Texas Property Code)

THE STATE OF TEXAS

22

3

TAX RESALE DEED

22

KNOW ALL MEN BY THESE PRESENTS that the CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself, the, LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY, HARRIS COUNTY DEPARTMENT OF EDUCATION, PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, HARRIS COUNTY FLOOD CONTROL DISTRICT, HARRIS COUNTY HOSPITAL DISTRICT and the SAN JACINTO COMMUNITY COLLEGE DISTRICT, acting by and through its duly elected officials ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by JOSE GARCIA ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by these presents do convey and quitclaim unto said Grantees all right, title and interest of the CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself, the LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY, HARRIS COUNTY DEPARTMENT OF EDUCATION, PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, HARRIS COUNTY FLOOD CONTROL DISTRICT, HARRIS COUNTY HOSPITAL DISTRICT and the SAN JACINTO COMMUNITY COLLEGE DISTRICT in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 2012-18984, styled *La Porte Independent School District vs. John Albert Bennick, et al* said property being described as:

TRACT 1: LOT 5 IN BLOCK 1 IN BATTLEGROUND ESTATES, SECTION 1, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR SAID SUBDIVISION RECORDED IN HARRIS COUNTY, TEXAS. MORE PARTICULARLY DESCRIBED UNDER CLERK'S FILE NO. B736096. (ACCOUNT NUMBER 080-012-000-0005)

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said, JOSE GARCIA his successors and assigns forever, so that neither the CITY OF LA PORTE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2012-18984 or any person claiming under it or them shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Grantee accepts the property in "AS IS, WHERE IS" condition and subject to any environmental conditions that might have or still exist on said property, and subject to any title defects and deficiencies, and subject to the right of redemption, if any, provided under the Texas Property Tax Code. Grantee acknowledges and agrees that this conveyance is expressly made without warranty.

This transaction is in full satisfaction of all taxes, penalties, interest, and costs that have accrued until the date hereof.

IN TESTIMONY WHEREOF, THE CITY OF LA PORTE, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2012-18984 has caused these presents to be executed this _____ day of _____ 2017.

CITY OF LA PORTE, TRUSTEE

LOUIS R. RIGBY, MAYOR,
CITY OF LA PORTE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS R. RIGBY, Mayor, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

Grantee:
Jose Garcia
2002 Lavra Ln
La Porte, TX 77571

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO: 080-012-000-0005 **Property Struck off for: Taxes + Post Judgement Taxes**
 CAUSE NO: 2012-18984
 PLAINTIFF(S): La Porte Independent School District
 JUDGMENT AGAINST: John Albert Bennick, et al
 (Hallie Bennick, Alla Bennick Smith, David Robertsu Bennick, any unknown heirs, successor or assigns, or other unknown owners)
 JUDGMENT DATE: November 6, 2013 **STRUCK OFF DATE: June 13, 2014**
 ORDER OF SALE: January 9, 2014
 DEED RECORDED DATE: September 24, 2013 **STRUCK OFF TO: City of La Porte**
 CONSTABLE: Phil Sandlin, Constable Precinct No 8
 PROPERTY ADDRESS: 0 Santa Anna Lane, La Porte, TX 77571
 LEGAL DESCRIPTION: LT 5, BLK 1
 Battleground Estates Sec 1
 ADJUDGED VALUE (IN JUDGMENT): \$10,249.00
 SQUARE FOOTAGE: 5,600

SUMMARY OF SALE ACTIVITY

BIDDER: Jose Garcia **BIDDER'S ADDRESS: 2002 Lavra Ln**
 AMOUNT OF BID: \$10,249.00 **La Porte, TX 77571**
 AMOUNT OF DEPOSIT: \$0.00
 AMOUNT DUE: \$10,249.00 **BIDDER'S PHONE NO:**

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY TAXES	%	TOTAL
AMOUNT DUE	\$2,005.39	20.44%	\$5,206.54	53.08%	\$2,596.93	26.48%	\$9,808.86

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/ PUBLICATION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES & POST JUDGEMENT LIENS
\$10,249.00	\$964.00	\$175.00	\$1,000.00	\$524.55	\$7,585.45

PRORATED TAX AMOUNTS TO EACH JURISDICTION

OWED TO	COUNTY	%	SCHOOL	%	CITY	%	COLP LIENS	TOTAL
PRORATED AMOUNT	\$1,394.62	20.44%	\$3,620.82	53.08%	\$1,806.00	26.48%	\$764.00	\$7,585.45

Amount of Bid: \$10,249.00

Costs: -District Clerk \$929.00 Chris Daniel
 -Tax Master \$35.00 Kristen Brauchle
 -Constable Fee \$0.00
 -Publication \$175.00
 -Abstract Fee \$450.00
 -Cost \$0.00
 -Advertising Fee/Deed
 Recording \$74.55
 -Ad Litem Fee \$1,000.00 Donald Sepolio
 Total Costs \$2,663.55

Bid Amount Less Costs \$7,585.45

City of La Porte Post Judgement Liens \$764.00

Total Amount of Taxes to Prorate \$6,821.45

Taxing Jurisdictions:	Amount in Judgment:	%	Amount Received
City of La Porte	\$2,596.93	26.48%	\$1,806.00
La Porte ISD	\$5,206.54	53.08%	\$3,620.82
Harris County	\$2,005.39	20.44%	\$1,394.62
	<u>\$9,808.86</u>	<u>100.00%</u>	<u>\$6,821.45</u>

Costs + Taxes + Liens \$13,236.41
 Adjudged Value \$10,249.00

Cause 2012-18984

HCAD Number 080-012-000-0005
SANTA ANNA LN

CLP LA PORTE

Alternate Search Method
TX 77572

13992

BATTLEGROUND ESTATES

MISCELLANEOUS INFORMATION:

PARCEL LITIGATION FILED
PARCEL SUIT FILED
PARCEL SUIT FILED
PARCEL RETURN MAIL
PARCEL CORRESPONDENCE FILE

FREEFORM INFORMATION

SUIT FILED
SUIT Filed by Perdue - File #291
SUIT Filed by Perdue File #291
RETURNED MAIL FILE #291
FILE #291

DATE DISPLAY AT:
5/08/13
4/10/12
5/08/10
6/05/09
6/25/99

VALUATION CODE	CODE DESCRIPTION	EXEMPTION MRKT/USE	CURRENT	ORIGINAL	INCLUDE/EXCLUDE
16 ECLP	EXEMPT PROPERTY	Y	10249.00	10249.00	
16 EILP	EXEMPT PROPERTY	Y	10249.00	10249.00	
16 LCLP	LAND VALUE		10249.00	10249.00	
16 LILP	LAND VALUE		10249.00	10249.00	
TOTAL INCLUDED:			20498.00	20498.00	
NET INCLUDED:			.00	.00	
TOTAL EXCLUDED:			.00	.00	

LIEN NUMBER	OPEN DATE	CLOSE DATE	LIEN AMOUNT	LIEN TYPE	APP DSGN	STATUS	ALT LIEN ID
437	3/08/89	0/00/00	25.00	MOW	LM	O	
438	3/08/89	0/00/00	25.00	MOW	LM	O	00197590 M072205
439	3/08/89	0/00/00	25.00	MOW	LM	O	00197590 M072205
440	3/08/89	0/00/00	25.00	MOW	LM	O	00197590 M072205
441	3/08/89	0/00/00	25.00	MOW	LM	O	00197590 M072205
644	6/05/90	0/00/00	25.00	MOW	LM	O	00197590 M072205
752	8/10/92	0/00/00	25.00	MOW	LM	O	00574432 M663450
753	8/10/92	0/00/00	33.88	MOW	LM	O	00800769 N805059
2226	3/08/89	0/00/00	2.50	MOW	LM	O	00800769 N805059
2227	3/08/89	0/00/00	12.77	MOW	LM	O	M072205
2434	9/25/89	0/00/00	2.50	MOW	LM	O	M072205
2616	6/05/90	0/00/00	16.53	MOW	LM	O	M334547
4334	2/14/08	0/00/00	70.00	MOW	LM	O	M663450
4688	5/09/07	0/00/00	70.00	MOW	LM	O	20080074446
4712	11/20/07	0/00/00	70.00	MOW	LM	O	20070283612
4713	11/20/07	0/00/00	70.00	MOW	LM	O	20070689630
4745	5/05/08	0/00/00	70.00	MOW	LM	O	20070689630
5229	7/20/09	0/00/00	218.00	MOW	LM	O	20080224707
5389	2/03/10	0/00/00	138.00	MOW	LM	O	20090323069
5708	2/24/11	0/00/00	138.00	MOW	LM	O	20100044215
5838	4/07/11	0/00/00	188.00	MOW	LM	O	20110077615
5973	10/11/11	0/00/00	138.00	MOW	LM	O	20110140479
6092	5/04/12	0/00/00	188.00	MOW	LM	O	20110428246
6223	2/27/13	0/00/00	138.00	MOW	LM	O	20120195550
6270	4/16/13	0/00/00	138.00	MOW	LM	O	20130090384
6363	6/13/13	0/00/00	188.00	MOW	LM	O	20130176460
6500	8/07/13	0/00/00	238.00	MOW	LM	O	20130290083
6529	9/17/13	0/00/00	138.00	MOW	LM	O	20130399682
6551	7/15/14	0/00/00	188.00	MOW	LM	O	20130477445
6552	7/15/14	0/00/00	188.00	MOW	LM	O	20140308106
6600	9/30/14	0/00/00	238.00	MOW	LM	O	20140308106
6650	4/28/15	0/00/00	138.00	MOW	LM	O	20140438024
6916	4/19/16	0/00/00	188.00	MOW	LM	O	20150176052
7157	8/15/16	0/00/00	438.00	MOW	LM	O	RP- 2016- 161432 RP- 2016- 359220

* Pending lien 7/20/16 458.80

HCAD Number 080-012-000-0005 Alternate Search Method

ADDRESS
SANTA ANNA LN CLP LA PORTE TX 77572 LOCATION ID 13992 SUBDIVISION BATTLEGROUND ESTATES

LEGAL DESCRIPTION: LT 5 BLK 1
BATTLEGROUND ESTATES SEC 1

Township : CLP NOT YET IDENTIFIED
INSIDE/ OUTSIDE CODE:
COMMISSIONER CODE: 1 COUNCIL DISTRICT #1
PROPERTY USE CODE: C1 REAL VACANT RES IN CITY
USE ZONE CODE: NY1 NOT YET IDENTIFIED
ZONING VARIANCE:
FIRE ZONE CODE:
INSPECTION AREA CODE:
LONGITUDE: .000000
LATITUDE: .000000
CENSUS TRACT:
SOUNDEX ID: S535
ACREAGE: .0000
UNDIVIDED INTEREST PERCENT: .00
PLAT BOOK/ PAGE NUMBER:
GENERAL LOCATION CODE:
MAP NUMBER X & Y:

PARCEL RELATED PARTIES:

CITY OF LA PORTE 000-0000000 PERSON
604 W FAIRMONT PKWY PARCEL OWNER

LA PORTE TX 775716215
ACTIVE DATE CHANGED 10/07/15

CITY OF LA PORTE 000-0000000 PERSON
604 W FAIRMONT PKWY PARCEL OWNER

LA PORTE TX 77571
HISTORY DATE CHANGED 10/07/15

BENNI CK JOHN 000-0000000 PERSON
ADDRESS UNKNOWN PARCEL OWNER

HISTORY DATE CHANGED 1/13/15

BENNI CK JOHN 000-0000000 PERSON
ADDRESS UNKNOWN PARCEL OWNER

LA PORTE TX 77572
HISTORY DATE CHANGED 9/29/11

BENNI CK JOHN 000-0000000 PERSON
3602 GLEN HAVEN BLVD PARCEL OWNER

HOUSTON TX 770251308
HISTORY DATE CHANGED 1/12/11



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>April 10, 2017</u>	<u>Appropriation</u>
Requested By:	<u>Michael Dolby</u>	Source of Funds: <u>Capital Outlay</u>
Department:	<u>Finance</u>	Account Number: <u>00398906551100</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$250,000</u>
Other: <input type="radio"/>		Amount Requested: <u>\$250,000</u>
Attachments :		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

1. Sole Source Letter

SUMMARY & RECOMMENDATIONS

In 2005, the City entered into an Interlocal Participation Agreement with the City of Pearland to piggy back off the contract for an Automated Meter Reader (AMR) wireless system with HD Supply. Part of that contract was to change out all meters to a Neptune meter and electronic register. The life cycle of a meter is about ten years. Meters throughout the city are failing resulting in more staff time to manually read the meters.

As part of the FY 2016-2017 Capital Improvement Project, funds were budgeted for the water meter replacement project for the replacement of the failing meters for the AMR wireless system. Neptune meters were used as part of the AMR system and components of other manufacturers are not compatible with Neptune; therefore the meters have to be replaced with Neptune meters. HD Supply is the only distributor in the Houston and Southeast Texas area for the Neptune meters making them the sole source supplier for this area.

The cost of a residential meter or a 3/4 x 5/8 meter is \$204.76, it is estimated that over 1200 meters will be replaced this fiscal year.

Action Required of Council:

Consider approval or other action to purchase Neptune meters from HD Supply.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

March 20, 2017

Subject: Neptune Sole Source Document for SE Texas

Cherell,
Neptune Technology Group, Inc. has always valued La Porte, Texas as a loyal customer. I want to clarify that HD Supply-Houston is the exclusive Neptune distributor for NSight software and R900 metering in the SE Texas area. As the sole source provider of all Neptune products, the City of La Porte can continue to depend on the local HD Supply branch for all your metering system needs.



Regards,

Rex Baxter

Senior Territory Manager

Neptune Technology Group, Inc.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: April 10, 2017

Appropriation

Requested By: Corby Alexander

Source of Funds: _____

Department: Administration

Account Number: _____

Report: ☒ Resolution: ☐ Ordinance: ☐

Amount Budgeted: _____

Other: ☐ _____

Amount Requested: _____

Attachments :

Budgeted Item: ☒ YES ☐ NO

1. Amended Development Agreement

SUMMARY & RECOMMENDATIONS

At the February 27th City Council meeting, the City Council approved, at least in concept, revisions to the City's development agreement with Liberty Property Trust, LLC, the owners of the Port Crossing. Attached is revised development agreement for final approval.

Action Required of Council:

Consider approval or other action regarding proposed amendments to development agreement with Liberty Property Trust to allow exterior storage with identified restrictions in portion of Port Crossing Business Park.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

AMENDED DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into between Port Crossing Land, LP; a Texas limited partnership ("Owner-Developer"); their Successors and Assigns, including the "Other Owners" (hereafter defined) and the CITY OF LA PORTE, TEXAS, a Texas Municipal Corporation ("City") on the ____ day of _____, 2017.

Recitals

This agreement amends the previous version of this agreement approved by the City Council on September 11, 2006 and August 24, 2015.

Owner-Developer is developing an approximately 300-acre tract in the City of La Porte, as the Port Crossing, which is referred to as the Tract and defined hereinafter in Article I. Owner-Developer and the Other Owners are developing the Tract, presently zoned PUD, for retail, commercial, and business park with some industrial uses. Owner-Developer and the Other Owners shall construct municipal utilities, including streets, a water distribution system, wastewater collection system, and the storm drainage/detention system that will connect with the existing City of La Porte and other regional systems in accordance with development regulations and policies of the City, Harris County, and Harris County Flood Control District.

Powell Road Logistics, L.P. ("Powell Road Logistics"), a Texas limited partnership, National Property Holdings, L.P., a Texas limited partnership, Del Piso Investments, LLLP, a Arizona limited liability partnership and FLPCW, LP, a Texas limited partnership, (collectively, the "Other Owners"), the owners of certain tracts of land also containing a total of approximately 63 acres out of the Tract are joining in this Agreement for the purpose of confirming their agreement to develop their respective portions of the Tract pursuant to the provisions of this Agreement.

The City has required, and Owner-Developer and the Other Owners have agreed, that the Tract will be developed in accordance with the General Plan approved by the City (as defined below and attached hereto).

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Owner-Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context indicates otherwise, the following words as used in this Contract shall have the following meanings:

City means the City of La Porte, Texas.

General Plan means the plan for the physical development and use of the Tract as defined herein and approved by the City on 24th day of August, 2015, and as it may be amended from time to time..

Owner-Developer means *Port Crossing Land, LP* or *their* assigns or succeeding developers (or their designated agent or agents).

Tract means the approximately 300 acres of land to be developed by Owner-Developer as described in Exhibit A.

1.2 Exhibits. The following exhibits attached to this Contract are a part of the Contract as though fully incorporated herein:

Exhibit A - Special Conditional Use Permit #15-91000004 (“SCUP”), as it may amended from time to time.

Exhibit B - General Plan

Exhibit C - Land Use Exceptions

Exhibit D - Recorded Declaration of Restrictive Covenants for Port Crossing applicable to all construction and uses.

Exhibit E- Traffic Control Plan

ARTICLE II. GENERAL PLAN AND LAND USE

2.1 General Plan and Land Use. Owner-Developer and Other Owners shall develop their respective portions of the entire Tract in accordance with the General Plan, SCUP and this Agreement (including any amendments made thereto) approved by the City. The General Plan is attached as Exhibit B and additional Land Use Restrictions are provided for in paragraph 2.3. The Owner-Developer and Other Owners shall only be responsible for compliance with the General Plan, SCUP and this Agreement with respect to their respective portions of the entire Tract.

2.2 Amendments. The City acknowledges and Developer represents that Developer’s intent is to develop the Tract as a predominantly commercial PUD development, with some industrial components consistent with City’s Land Use Plan subject to certain exceptions listed below. Developer or Developer’s successors shall provide appropriate amenities and support facilities as set forth on the General Plan, which is attached to this Agreement. City acknowledges that Developer intends to develop the Tract in phases, and that all development shall be consistent with the Special Conditional Use Permit (SCUP), the General Plan, and this Agreement. Should Developer determine that the General Plan needs to be amended, Developer shall submit an application for amendment of the Special Conditional Use Permit, which said application shall be processed consistent with this Agreement, the current General Plan, and the Zoning Ordinance of the City of La Porte, as the same may be amended from time to time. Amendments to the General Plan, the Special Conditional Use Permit, and/or this Agreement shall be in writing.

2.3 Additional Land Use Restrictions. Owner/Developer agrees to conform all development and improvements to the Tract to the City’s Code of Ordinances and established policies, and further agrees that land uses shall be further restricted according to Exhibit C, except for the permitted uses authorized by Exhibit “C”.

ARTICLE III. RESTRICTIVE COVENANTS

3.1 Development of Restrictive Covenants. Owner-Developer has developed a Draft Declaration of Restrictive Covenants for Port Crossing, which are attached to this Agreement as Exhibit “D”. These protective covenants and deed restrictions will apply to and be binding upon the Tract, and shall be in form substantially similar to Exhibit “D”. The covenants and deed restrictions have been approved by the City and have been recorded concurrently with each recorded plat.

ARTICLE IV. TERMINATION

4.1 Term. This Agreement shall have a term commencing on the date first written above, and continuing until the date in which all portions of the Tract have been platted and developed (with construction of all streets and utilities on the Tract as reflected by the Plat completed or installed and financed by the Owner-Developer.

Failure of Owner-Developer to begin construction in accordance with the Special Conditional Use Permit as scheduled under the terms of the Special Conditional Use Permit, shall terminate this Agreement. Owner-Developer may, before the expiration of one year, request an extension of time from the Planning and Zoning Commission, in the event that construction has not started in accordance with the Special Conditional Use Permit.

ARTICLE V. OPEN SPACE/TRAIL, BUFFERING AND BEAUTIFICATION

5.1 Open Space/Pedestrian System. The Owner-Developer shall provide common open space as shown in the General Plan, including any required public sidewalks within the rights-of-way noted on the Plat on at least one side of each street, together with landscaping adjacent to such sidewalks pursuant to the landscape plan approved by the City.

In coordination with the Owner-Developer and the Harris County Flood Control District, the City will accept the drainage and detention facilities as public domain with right of entry, Maintenance of said facilities will rest solely with the Owner-Developer and the property owner’s association governing the Tract.

5.2 Buffering and Beautification. The Owner-Developer shall implement a uniform and/or compatible landscape plan for all phases of the entire project that will address landscaping provisions not only adjacent to Wharton Weems Blvd. and Powell Road, but also within the building setbacks and landscape easements or reserves throughout. A Landscape Buffer (a minimum of 50’ wide) shall be provided along the west side of Powell Road and shall include landscaping materials compatible with the Declaration of Restrictive Covenants. A landscape buffer, a minimum of 50’ wide, will also be provided along State Highway 146. Landscape reserves shall also be included adjacent to all roadways, including the east side of Powell; but rather than screen, shall be landscaped compatible with the ultimate use of that adjacent property. A row of standard automobile parking stalls is permitted within the Landscape Buffer subject to the following criteria:

- i. Shrubs are required in the Landscape Buffer within 10’ of any parking area adjacent to the right-of-way and shall be spaced at three feet on center. At maturity, shrubs in a required Landscape Buffer should form a continual evergreen hedge or row of 36 inch in height.
- ii. A planter at the ratio of one for every ten parking spaces is required.
- iii. Planters (minimum 135 square feet) shall not abut on more than two sides of required perimeter landscape area. Each required planter shall have one shade tree. Trees shall be dispersed throughout the

parking lot to maximize the shading effect on the parking spaces. These trees are exclusive of trees planted around the perimeter of the parking lot.

5.3 Signage. The Owner-Developer shall comply with the sign standards policy, as part of the recorded Declaration of Restrictive Covenants (Exhibit “D”) consistent with the City’s Code of Ordinances as guidance to insure effective and uniform signage is employed throughout the project. This policy will include uniform and/or compatible project identification monuments, business signage, street and other traffic directional devices conforming to the Tract’s traffic control plan and deed restrictions.

5.4 Ownership and Maintenance. Ownership of the landscape buffers, reserves and easements will be held by fee ownership of adjoining property or by the Property Owners Association (POA), subject to conditions of the deed restrictions and landscape plan. The maintenance of the buffers, reserves and easements will be the responsibility of the contiguous property owners pursuant to provisions of the deed restrictions, enforced by the POA.

ARTICLE VI. SCHEDULE

6.1 Schedule. The Owner-Developer or Other Owners, as applicable, shall establish a specific schedule for the development of and construction improvements on the Tract with the end user(s). However, in lieu of and as the basis of that detailed schedule, the following work program is anticipated:

- Initiation of a complete engineering study, including drainage and preliminary infrastructure design.
- Detailed engineering design for Phase One, being all or a substantial part of the area identified herein as Section One. This would include a rail connection to the main line and a minimum spur connection to the first building anticipated, water and sanitary sewer service, initial drainage, and detention to accommodate Phase One;
- Construction of Wharton Weems Blvd., Powell Road, and Export Drive shall be completed in accordance with the Traffic Study recommendations or as needed for development purposes;
- Initiation of procedure to abandon and relocate a portion of Powell Road, south of the projection of Wharton Weems Blvd. within one (1) year of SCUP approval;
- Platting, site plan, and detailed engineering plan review by the City of La Porte and others;
- Initiation of construction pursuant to item 6.1 above, identified as Phase One; and
- Continuation of remainder of development as rapidly as market demands.

ARTICLE VII. FIRE PROTECTION, HAZARDOUS MATERIALS & SAFETY

7.1 Hazardous Materials. The Owner-Developer agrees no hazardous materials as identified in state and federal standards (NEPA) as well as City Fire Code, shall be stored on site. Compliance will be enforced by the POA in concert with the City.

ARTICLE VIII. TRAFFIC CONTROL PLAN

8.1.1 Traffic Control Plan. The Owner-Developer has established a Traffic Control Plan (shown on the attached Exhibit “E”) for the entire project to regulate to the extent practical project-generated vehicular traffic.

In Section One, based on the target market use, the Traffic Control Plan will include designated truck routes to and from the site, segregation of automobile traffic, limitation of access from public streets (driveways) and utilization of common cross easements between tracts for internal circulation.

8.2 Truck Traffic. This controlled traffic will ultimately be directed to State Highway 146 via Powell Road to Wharton Weems Blvd., to standards approved by Harris County as shown on Exhibit “B” - General Plan. Project driveways will be constructed to induce proper directional movement to preempt to the extent practical northbound traffic on Powell Road. This will be complemented by traffic signage as appropriate. In addition, Owner-Developer shall employ routing plans, driver instruction, and other controls as necessary to obtain compliance of carriers, employees, and regular contractors or service vendors.

8.3 Driveway Access. The Owner-Developer shall establish driveway access controls that shall be controlled through restrictive covenants, architectural controls and City Site Plan review. This will include conditions and design standards consistent as to size, but fewer in number as established in TxDOT Driveway Manual, Harris County, Texas, and the City Zoning Code (106-835) pursuant to specific site plan review. Unless otherwise approved during review of preliminary plats and the Plat, driveways along SH146 entering this Tract shall be limited to a total of eighteen (18), but in all cases, each individual reserve with frontage on SH146 shall have at least one opening. Provision shall be made, where practical, for internal cross-access easements to maximize ingress, egress and circulation to minimize congestion on public rights-of-way and to encourage traffic to be directed to Wharton Weems Blvd. interchange.

8.4 Transportation Issues The Developer shall continue to work with the City, Harris County and other public and private sector interests to implement the timely study and/or construction of transportation components.

ARTICLE IX. SITE RAIL TRAFFIC

9.1 Site Rail Traffic. The Other Owners and/or Rail Logix, LP (“Rail Logix”), a Texas limited partnership, an affiliate of one of the partners of Owner-Developer, as applicable, will continue to work with City and such parties’ rail consultants, as evidence of the commitment to the City to improve rail efficiency in the area, reduce conflicts at Fairmont Parkway, and potentially decrease current rail impacts. On-site rail facilities and operations shall be controlled by Rail Logix in order to maximize rail efficiency and minimize peak hour conflicts with vehicular traffic at Fairmont Parkway. Owner – Developer, Other Owners and Rail Logix agree and acknowledge that the rail yard as depicted on the General Plan shall be limited to a maximum of 22 rail lines and that no rail lines or sidings will extend to the east side of Powell Road.

ARTICLE X. UTILITIES, DRAINAGE

10.1 Utilities, Drainage. The Owner-Developer shall design and construct adequate water, wastewater, and drainage facilities to serve each phase of this project in accordance with City requirements and as further defined by this Agreement. As to water and sanitary sewer, this would include a water system that would deliver 4-6,000 gallons per minute necessary for sprinklered fire protection with a loop connection to the 16” main on the east side of S.H. 146 and a gravity wastewater disposal system that flows into a 60” trunk line on “K” street south of Fairmont Parkway.

The Developer will provide a drainage study for the Tract. The study and design of drainage improvements shall meet the requirements and approval of the City and Harris County Flood Control District. Owner-Developer's representative agrees to meet with City, prior to design of public utilities, to discuss design criteria standards and policies. City shall approve all construction plans and specifications for public improvements in accordance with the applicable Public Improvement Criteria Manual.

ARTICLE XI. BUILDING LINES

11.1 Building Lines. The Owner-Developer shall establish building lines appropriate to the use, but not less than those prescribed in the City Code of Ordinances in effect on September 11, 2006. Within the industrial Land Uses area west of Powell Road there will be a landscaped 50-foot buffer and building line along Powell Road. Similarly, along State Highway 146, a 50-foot landscape buffer and building line shall be maintained. These respective 50- foot landscape buffers shall be kept free from all other uses with the exception of signage, drainage and detention improvements, and approved drives, parking and entrances. Owner-Developer agrees that other building lines will be either equal to or greater than that required by the zoning ordinance in effect on September 11, 2006, for the land use shown and shall be based on site use and orientation of the improvements or as shown on the General Plan.

ARTICLE XII. MISCELLANEOUS

12.1 Sale of Tract; Assignability. Any contract by Owner-Developer to sell the entirety or any portion of the Tract to a person or entity intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this recorded Contract and exhibits hereto and provide that this Contract be binding on such Successor Developer.

12.2 Force Majeure. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of inability then claimed, but for no longer period; and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, arrests, restraining of government and people, civil disturbances, explosions, or partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder. Force Majeure may not be claimed by Owner-Developer under any set of circumstances prior to commencement of construction on the Tract.

12.3 Law Governing. This Contract shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a federal or state court of competent jurisdiction.

12.4 No Additional Waiver Implied. No waiver or waivers of any breach or default by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation

hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

12.5 Addresses and Notice. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to the other (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after its deposited. Notice given in any such other than the manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of La Porte
Attn: City Manager
604 West Fairmont Parkway
La Porte, Texas 77571

If to Owner/Developer, to:

Port Crossing Land, LP
Michael Plank
3330 S. Sam Houston Pkwy. E.
Houston, TX 77047

and

Port Crossing Land, LP
Michael Luecht
One Pierce Place, Suite 450
Itasca, IL 60143

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days written notice to the other.

12.6 Merger and Modifications. This Contract, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject matter thereof. This Contract shall be subject to change or modification only with the mutual written consent of the parties.

12.7 Benefits of Contract. This Contract is for the benefit of the City and Owner-Developer and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

12.8 Attorney's Fees. In the event of any litigation between the parties with respect to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the losing party.

12.9 Government Immunity Preserved. The Owner-Developer and the City agree that the City does not, by entering in to this Contract or performing any act hereunder or by failing to take any action hereunder, waive any governmental immunity that the City, its officers, employees, or representatives, have under any law.

12.10 One-Party Breach. Any breach of this agreement by one party identified and referred to herein as Owner-Developer shall not be or constitute a breach of this agreement by the other party of Owner-Developer.

12.11 Covenant Running With the Land. The obligations imposed on Owner Developers herein shall not impose personal liability on them, but shall constitute a covenant running with the land, and as such shall be binding on the present owners of the Tract as well as subsequent owners thereof.

(This space intentionally left blank)

OWNER-DEVELOPER:

Liberty Property Limited Partnership,
a Texas limited partnership

By: Liberty Property Limited Partnership, LLC
a Texas limited liability company
its general partner

By: _____
Hans Brindley, Vice President, Market Leader, Houston

Date: _____

OTHER OWNERS:

DEL PISO INVESTMENTS, LLLP, an Arizona limited
liability limited partnership

By: Harl Avenue Investments, L.L.C., an Arizona
limited liability company, its general partner

By: _____

By: _____

Date: _____

FLPCW, LP

a Texas limited partnership

By: FLP Candle GP, Inc.,
a Texas corporation its general partner

By: _____
George Cook, President

Date: _____

National Property Holdings, L.P.,

a Texas limited partnership

By: National Property Holdings GP, LLC,
a Texas limited liability company
its general partner

By: _____
Michael J. Plank, President

Date: _____

Powell Road Logistics, L.P.,

a Texas limited partnership

By: Powell Road Logistics GP, LLC
a Texas limited liability company,
its general partner

By: _____
Michael J. Plank, President

Date: _____

CITY OF LA PORTE, TEXAS

By: _____
City Manager

Date: _____

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins, Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>April 10, 2017</u>	<u>Appropriation</u>
Requested By:	<u>Ken Adcox</u>	Source of Funds: _____
Department:	<u>Administration</u>	Account Number: _____
Report: <input type="radio"/>	Resolution: <input checked="" type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/>	_____	Amount Requested: _____
Attachments :		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

1. Resolution

SUMMARY & RECOMMENDATIONS

Pursuant to the Texas Code of Criminal Procedure, Section 56.04, (c), "Each local law enforcement agency shall designate one person to serve as the agency's Crime Victim Liaison."

The duties of the Crime Victim Liaison include: to ensure that a victim, guardian of a victim, or close relative of a deceased victim of a crime involving bodily injury is afforded the rights granted victims in accordance with state law, including notification of victim's rights; providing advocacy for victims; referring victims to community resources; and providing moral support during any time the victim is required to make a court appearance.

For calendar years 2015 and 2016, the Crime Victim Liaison provided valuable services to one thousand eighty-seven (1,087) victims. The Crime Victim Liaison was also able to assist victims with crime victim compensation and monetary support in several cases where such was needed. Since the inception of the La Porte Police Department's Crime Victims Program in 2002, over four hundred seventy-one thousand dollars (\$471,000.00) in Crime Victim's Compensation has been awarded to local crime victims with the assistance of the Department's Crime Victim Liaison.

The Crime Victim Liaison position is partially funded through a Crime Victim's grant. As required by the Attorney General's Office, a resolution is being sought authorizing the City Manager and Police Department to submit application for a two year continuation grant for the Crime Victim Liaison position. The Grant request will be for the maximum allowable amount of forty-two thousand dollars (\$42,000.000) each year. Assuming that the full amount of the request is awarded, the City will be mandated to continue to support the program by absorbing approximately thirty-eight thousand dollars (\$38,000.00) each year in its personnel operating budget to cover this position. If approved the new grant would run from 9/1/17 thru 8/31/19, encompassing the State's 2018 and 2019 fiscal years.

Action Required of Council:

Consider approval or other action of a resolution authorizing the City Manager and the La Porte Police Department to submit for the Victim Coordinator and Liaison Grant (VCLG) for Fiscal Years 2018 and 2019 in order to continue partial funding for the Crime Victim Liaison position.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, AUTHORIZING THE VICTIM COORDINATOR AND LIAISON POSITION BE PARTIALLY FUNDED THROUGH A GRANT FOR THE FISCAL YEARS 2018-2019; APPROVING SUBMISSION OF THE GRANT APPLICATION FOR THE VICTIM COORDINATOR AND LIAISON POSITION THROUGH THE OFFICE OF THE ATTORNEY GENERAL; DESIGNATING THE CITY MANAGER AS THE GRANTEE'S AUTHORIZED OFFICIAL; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAWS; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Legal Name of Applicant: City of La Porte, Texas

Unique Application Number: V0010-18-0027

WHEREAS, The City of La Porte has applied for or wishes to apply to the Office of the Attorney General (OAG) for the Victim Coordinator and Liaison Grant (VCLG);

WHEREAS, the City Council of The City of La Porte has considered and supports the Application filed or to be filed with the Office of the Attorney General; and

WHEREAS, The City of La Porte has designated or wishes to designate Corby Alexander, City Manager, as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter or terminate the Victim Coordinator and Liaison Grant (VCLG) with the Office of the Attorney General (OAG) on behalf of the City of La Porte (also referred to as "grantee" herein), as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports, and financial reports or any other official documents related to the grant on behalf of the grantee

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. The City of La Porte authorizes the Victim Coordinator and Liaison Position be acquired through a grant for the fiscal years 2018-2019, and further authorizes and approves submission of the grant application for the Victim Coordinator and Liaison Position, via the Office of the Attorney General of the State of Texas.

Section 2. The City of La Porte designates the, City Manager, Corby Alexander, as the grantee's authorized official.

Section 3. The City of La Porte agrees that in the event of loss or misuse of the Office of the Attorney General funds, the City of La Porte assures that the funds will be returned to the Office of the Attorney General in full; and; agrees that it will appropriate any matching funds in support of the grant, if applicable.

Section 4. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED this ____ day of April, 2017.

CITY OF LA PORTE, TEXAS

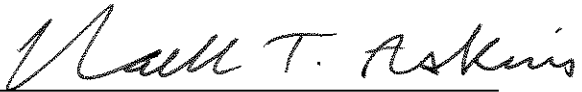
By:

Louis R. Rigby
Mayor

ATTEST:

APPROVED:

Patrice Fogarty
City Secretary



Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>April 10, 2017</u>	Appropriation	
Requested By:	<u>Don Pennell</u>	Source of Funds:	<u>Grant 032</u>
Department:	<u>Public Works</u>	Account Number:	<u>032.7071.531.8029</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted:	<u>\$120,000</u>
Other: <input type="radio"/>		Amount Requested:	<u>\$0</u>
Attachments :		Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO

1. Bid Tabulation

2. Map

SUMMARY & RECOMMENDATIONS

Council approved an Interlocal agreement with Harris County Department of Education (HCDE) for the City to manage design and construction of parking spaces along South 1st Street and the West I Street right of way at the HCDE Headstart facility. The HCDE provided \$120,000.00 to fund the project. The City agreed to provide some construction work with in-house forces should the project come in over budget, as appears in alternate bid deducts in the Bid Tabulation attached.

Bid #17012 Headstart Facility Parking Improvements was advertised Feb 9 & 16, 2017, posted on Public Purchase and the City's website, 2 bids were received. Panorama is the apparent low bidder at \$163,401.71 base bid and \$137,141.71 with Alternate bid items deducted. Panorama alternate bid deduct unit prices do not match the bid unit prices for items 9, 10, 11, 22, 23, 24, 30, and 31.

Panorama was contacted by the Purchasing Division about the discrepancies and Panorama was not willing to adjust the alternate deduct unit price to match the bid unit price.

HCDE was contacted about the bids being over the fund amount and the direction they wanted to go with the project. HCDE requested that the City reduce to scope of the project by deleting the West I Street right of way parking.

Given that the low bid is not balanced and over budget. Second bid is over budget, staff recommends rejecting all bids for Bid #17012 Headstart Facility Parking Improvements, amend the scope of work eliminating the parking along the West I Street right of way, and re-bid the project.

Action Required of Council:

Consider approval or other action to reject all bids for Bid # 17012 Headstart Facility Parking Improvements, amend the scope of work, and re-bid the project.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

BID TABULATION
BID #17012 HEADSTART FACILITY PARKING IMPROVEMENTS
DUE: FEBURARY 28, 2017 AT 2:00 P.M.

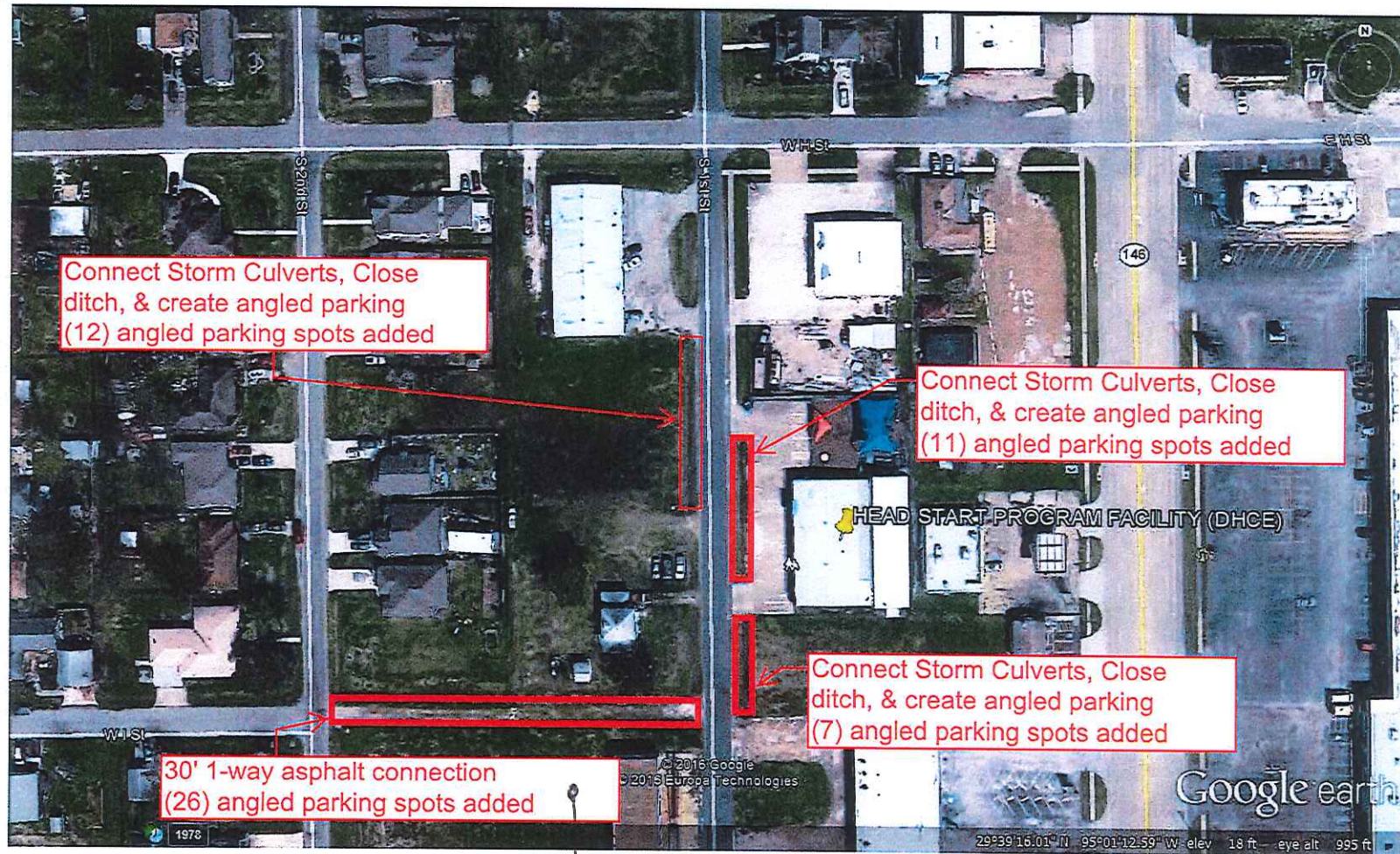
Item No.	General Items	Qty	Unit	PANORAMA		AZTEC REMODELING AND LANDSCAPING CO.	
				Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	Lump Sum	\$12,170.00	\$12,170.00	\$25,000.00	\$25,000.00
2	Traffic Control and Regulation	1	Lump Sum	\$1,970.00	\$1,970.00	\$3,000.00	\$3,000.00
3	Sodding	1,000	SY	\$3.49	\$3,490.00	\$5.00	\$5,000.00
General Items Subtotal					\$17,630.00		\$33,000.00
Existing Parking Area Items							
4	Thermoplastic Pavement Markings-Regular Parking Space (11)	1	Lump Sum	\$605.00	\$605.00	\$700.00	\$700.00
5	Thermoplastic Pavement Markings-Regular ADA/Hcap Space (2)	1	Lump Sum	\$325.00	\$325.00	\$750.00	\$750.00
6	Thermoplastic Pavement Markings-Van ADA/Hcap Space (1)	1	Lump Sum	\$165.00	\$165.00	\$300.00	\$300.00
Existing Parking Area Items Subtotal					\$1,095.00		\$1,750.00
Parking Area 1 Items							
7	6" Concrete Pavement	258	SY	65.35	\$16,860.30	\$63.00	\$16,254.00
8	4" Cement Stabilized Sand (CSS)	50	Tons	58.91	\$2,945.50	\$70.00	\$3,500.00
9	Concrete Collar	2	EA	\$1,534.40	\$3,068.80	\$1,200.00	\$2,400.00
10	A Inlet (modified collar per detail)	1	EA	\$575.40	\$575.40	\$2,500.00	\$2,500.00
11	Storm Sewer-18" RCP	111	LF	\$72.82	\$8,083.02	\$60.00	\$6,660.00
12	Thermoplastic Pavement Markings-Regular Parking Space (10)	1	Lump Sum	\$575.40	\$575.40	\$700.00	\$700.00
Parking Area 1 Items Subtotal					\$32,108.42		\$32,014.00
Parking Area 2 Items							
13	3" Asphalt Pavement	167	Tons	\$181.00	\$30,227.00	\$140.00	\$23,380.00
14	10" Recycled Crushed Con. Base (RCCB)	500	Tons	\$45.21	\$22,605.00	\$60.00	\$30,000.00
15	Lime-6" Treatment (8%)	23	Tons	\$246.60	\$5,671.80	\$155.00	\$3,565.00
16	6" Lime Stabilization	1,000	SY	\$5.95	\$5,950.00	\$8.00	\$8,000.00
17	Thermoplastic Pavement Markings-Regular Parking Space (25)	1	Lump Sum	\$1,438.50	\$1,438.50	\$1,500.00	\$1,500.00
Parking Area 2 Subtotal					\$65,892.30		\$66,445.00
Parking Area 3 Items							
18	3" Asphalt Pavement	48	Tons	\$181.00	\$8,688.00	\$140.00	\$6,720.00
19	10" Recycled Crushed Con. Base (RCCB)	142	Tons	\$45.21	\$6,419.82	\$60.00	\$8,520.00
20	Lime-6" Treatment (8%)	7	Tons	\$246.60	\$1,726.20	\$155.00	\$1,085.00
21	6" Lime Stabilization	284	SY	\$5.95	\$1,689.80	\$8.00	\$2,272.00
22	Concrete Collar	2	EA	\$1,534.40	\$3,068.80	\$1,200.00	\$2,400.00
23	A Inlet (modified collar per detail)	1	EA	\$1,205.60	\$1,205.60	\$2,500.00	\$2,500.00
24	Storm Sewer-18" RCP	134	LF	\$72.79	\$9,753.86	\$60.00	\$8,040.00
25	Thermoplastic Pavement Markings-Regular Parking Space (12)	1	Lump Sum	\$690.48	\$690.48	\$800.00	\$800.00
Parking Area 3 Subtotal					\$33,242.56		\$32,337.00
Parking Area 4 Items							
26	3" Asphalt Pavement	19	Tons	\$181.00	\$3,439.00	\$140.00	\$2,660.00
27	10" Recycled Crushed Con. Base (RCCB)	57	Tons	\$45.19	\$2,575.83	\$60.00	\$3,420.00
28	Lime-6" Treatment (8%)	3	Tons	\$246.60	\$739.80	\$155.00	\$465.00
29	6" Lime Stabilization	114	SY	\$5.95	\$678.30	\$8.00	\$912.00
30	Concrete Collar	1	EA	\$1,534.40	\$1,534.40	\$1,200.00	\$1,200.00
31	Storm Sewer-18" RCP	60	LF	\$69.64	\$4,178.40	\$60.00	\$3,600.00
32	Thermoplastic Pavement Markings-Regular Parking Space (5)	1	Lump Sum	\$287.70	\$287.70	\$400.00	\$400.00
Parking Area 4 Subtotal					\$13,433.43		\$12,657.00
BASE BID TOTAL					\$163,401.71		\$178,203.00

Item No.	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
ALTERNATE BID ITEMS							
9	(DEDUCT) Concrete Collar	2	EA	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00
10	(DEDUCT) A Inlet (modified collar per detail)	1	EA	\$980.00	\$980.00	\$2,500.00	\$2,500.00
11	(DEDUCT) Storm Sewer-18" RCP	111	LF	\$60.00	\$6,660.00	\$60.00	\$6,660.00
Parking Area 1 Subtotal					\$10,040.00		\$11,560.00
Parking Area 3 Items							
22	(DEDUCT) Concrete Collar	2	EA	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00
23	(DEDUCT) A Inlet (modified collar per detail)	1	EA	\$980.00	\$980.00	\$2,500.00	\$2,500.00
24	(DEDUCT) Storm Sewer-18" RCP	134	LF	\$60.00	\$8,040.00	\$60.00	\$8,040.00
Parking Area 3 Subtotal					\$11,420.00		\$12,940.00
Parking Area 4							
30	(DEDUCT) Concrete Collar	1	EA	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
31	(DEDUCT) Storm Sewer-18" RCP	60	LF	\$60.00	\$3,600.00	\$60.00	\$3,600.00
Parking Area 4 Subtotal					\$4,800.00		\$4,800.00
ALT BID DEDUCT TOTAL					\$26,260.00		\$29,300.00
ALT BID TOTAL (BASE BID MINUS ALT BID DEDUCT)					\$137,141.71		\$148,903.00

Highlighted cell indicates that the proposal included a mathematical error. The number shown here is the corrected amount.

EXHIBIT A

ALTERNATIVE TRAFFIC CONGESTION RELIEF OPTIONS



Remove from Project

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>April 10, 2017</u>	<u>Appropriation</u>
Requested By:	<u>Don Pennell</u>	Source of Funds: <u>Grant/Airport CIP Grant</u>
Department:	<u>Administration</u>	Account Number: <u>010.9891.618.1100</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$150,000/\$50,000</u>
Other: <input type="radio"/>		Amount Requested: <u>\$199,881</u>
		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

1. **Bid Proposal**
2. **Bid Notification and Access Report**
3. **Airport Map**
4. **AWOS Description and Specification**

SUMMARY & RECOMMENDATIONS

Council approved capital improvement project grant funding at 75/25 percent TXDOT/City participation through the Texas Department of Transportation Aviation Division for the installation of an Automated Weather Observing System (AWOS) at the La Porte Municipal Airport during the August 8, 2016 Council meeting. The project was estimated not to exceed \$200,000, of which 75 percent would be reimbursed to the City of La Porte.

The Airport AWOS installation location map (large north central area with circles around AWOS location), operations description and technical specifications are attached.

Advertised sealed bid # 17013, Automated Weather Observation System was opened March 14, 2017. Twenty three (23) vendors were notified, Thirteen (13) vendors downloaded bid documents and one (1) vendor submitted a bid. The bid meeting specifications was submitted by DBT Transportation Services in the amount of \$182,881.00 total bid.

Action Required of Council:

Consider approval or other action to award Bid No. 17013 to DBT Transportation Services in the amount of \$182,881.00 and authorize an additional \$17,000.00 allocation to be utilized as a project contingency for a total project authorization of \$199,881.00.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



Proposal

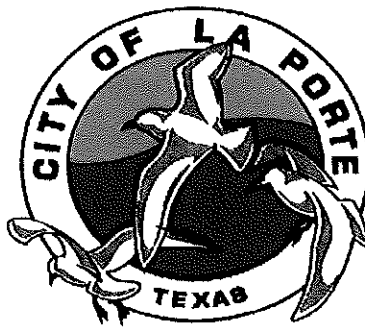
**Automated Weather Observation
System**

Bid No. 17013

City of La Porte

March 14, 2017

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS FOR
BID #17013
AUTOMATED WEATHER OBSERVATION
SYSTEM**



**City of La Porte, Texas
CSJ:17AWLP RTE**

CITY OF LA PORTE RESPONDENT AFFIDAVIT

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

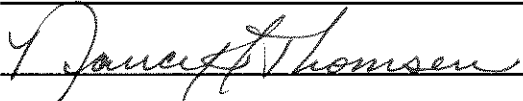
The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name:	<u>DBT Transportation Services LLC</u>
Address:	<u>2655 Crescent Drive, Ste A1</u>
	<u>Lafayette, CO 80026</u>
Printed Name:	<u>Nancy Thomsen</u>
Authorized Signature:	<u></u>
Date:	<u>March 10, 2017</u>

CITY OF LA PORTE
CERTIFICATION OF RESPONDENT

City of La Porte Ordinance #98-2217 prohibits any expenditure for goods or services by the City of La Porte from any person, firm, or corporation owing any delinquent indebtedness to the City. The undersigned respondent further certifies that it is in compliance with the requirements of said ordinance. A copy of the ordinance may be obtained by contacting the City of La Porte Purchasing Division at 281-470-5126.

If undersigned bidder is not in compliance with Ordinance 98-2217, it hereby assigns to the City of La Porte, the amount of its delinquent indebtedness to the City of La Porte, to be deducted by the City of La Porte from the amounts due the undersigned.

Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.

~~AS~~ The undersigned hereby certifies that it is in compliance with Ordinance 98-2217.

Or

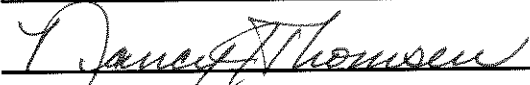
_____ The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

(Initial one of the above)

Business Name: DBT Transportation Services LLC

Address: 2655 Crescent Drive, Ste A1
Lafayette, CO 80026

Printed Name: Nancy Thomsen

Authorized Signature: 

Date: March 10, 2017

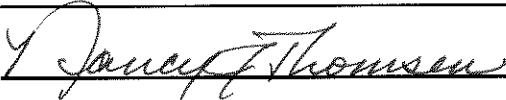
CITY OF LA PORTE

PROTECTION OF RESIDENT WORKERS COMPLIANCE

The City of La Porte, Texas actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Business Name:	<u>DBT Transportation Services LLC</u>
Address:	<u>2655 Crescent Drive, Ste A1</u>
	<u>Lafayette, CO 80026</u>
Printed Name:	<u>Nancy Thomsen</u>
Authorized Signature:	<u></u>
Date:	<u>March 10, 2017</u>

CITY OF LA PORTE
INDEMNITY HOLD HARMLESS AGREEMENT

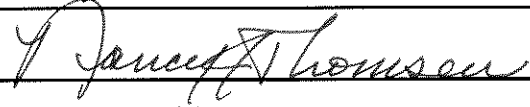
To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of La Porte, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by or working as an independent contractor for Contractor or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of La Porte, its Council members, officers, agents and employees and herein provided.

Business Name: DBT Transportation Services LLC

Address: 2655 Crescent Drive, Ste A1
Lafayette, CO 80026

Printed Name: Nancy Thomsen

Authorized Signature: 

Date: March 10, 2017

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.008, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Not Applicable</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> _____ Signature of person doing business with the governmental entity </div> <div style="width: 35%;"> _____ Date </div> </div>	



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

References:

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided within the last five (5) years, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar events.

At least 2 of the 5 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
South Carolina DOT Division of Aviation	Jamey Kempson	2553 Airport Boulevard, West Columbia, SC 29170	(803) 896-6291	jkempson@aeronautics.sc.gov
Statewide AWOS Installation Program and Statewide AWOS Maintenance Program				

Company Name	Contact	Address	Telephone	E-mail
Texas DOT, Aviation Division	Megan Caffal	125 E. 11th Street, Austin, TX 78701	(512) 416-4522	Megan.Caffal@txdot.gov
AWOS Installation Program, AWOS Maintenance Program and AviMet Data Link Program				

Company Name	Contact	Address	Telephone	E-mail
North Carolina DOT, Division of Aviation	Bobby Walston	116 West Jones Street, Raleigh, NC 27603	(919) 814-0550	bwalston@ncdot.gov
Statewide AWOS Equipment and Installation Program and AWOS Maintenance Program				

Company Name	Contact	Address	Telephone	E-mail
Georgia DOT	Carol L. Comer	600 W. Peachtree St., NW Atlanta, GA 30308	(404) 347-0573	ccomer@dot.ga.gov
Statewide AWOS Installation Program, Statewide AWOS Maintenance Program and Statewide AviMet Data Link Program				

Company Name	Contact	Address	Telephone	E-mail
Wisconsin Bureau of Aeronautics	Scott Brummond	4802 Sheboygan Avenue, Room 701, Madison, WI 53707	(608) 266-1745	scott.brummond@dot.state.wi.us
Statewide AWOS Installation Program, Statewide AWOS Maintenance Program and Statewide AviMet Data Link Program				

BID FORM
Bid 17013- Automated Weather Observation System

DATE: March 10, 2017

Bid of DBT Transportation Services LLC an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of six members siting, licensing, installation and annual maintenance including NADIN connection of the Automated Weather Observation Systems III for the City of La Porte, Harris County, Texas.

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and referred to in the Invitation to Bid and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the City of La Porte.

Base Bid					
Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
1	1	LS	AWOS III, with a self-supporting tower, installed complete in place including site selection, site approval by TxDOT and FAA, and acquisition of FCC licensing, according to specification One hundred sixty one thousand, six hundred twelve _____ dollars Eighty seven _____ cents	\$ <u>161,612.87</u>	\$ <u>161,612.87</u>
2	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) Five thousand, five hundred _____ dollars Zero _____ cents	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>

3	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. One thousand, eight hundred eighty _____ dollars Zero _____ cents	\$ 1,880.00 _____	\$ 1,880.00 _____
---	---	----	--	-------------------	-------------------

Total Base Bid \$ 168,992.87

Written Amount: One hundred sixty eight thousand, nine hundred ninety two dollars and eighty seven cents

Additive Alternate Bid 1-3 Items below should be bid with the option to award depending on the availability of funds					
Item	Qty	Unit	Description Written & Numeric Unit Price	Unit Price	Total Price
A1	1	EA	Present Weather Sensor Zero _____ dollars Zero _____ cents	\$ 0.00 _____	\$ 0.00 _____
A2	1	EA	Thunder Strike Alert Seven thousand, nine hundred ninety nine _____ dollars Zero _____ cents	\$ 7,999.00 _____	\$ 7,999.00 _____
A3	1	EA	Upgrade to Ultra Sonic Wind Sensor Five thousand, eight hundred eighty nine _____ dollars Thirteen _____ cents	\$ 5,889.13 _____	\$ 5,889.13 _____

Total Bid \$ 182,881.00

Written Amount: One hundred eighty two thousand, eight hundred eighty one dollars and zero cents

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and numbers. In case of discrepancy the unit price amount shown in words shall govern. Bidders shall bid on the Base Bid and Additive Alternates 1 and 2. Bidders may bid on Alternate Number 3.

The Owner reserves the right to award to the lowest responsible bidder for any combination of the base bid and alternates in order to obtain the best value for the owner per Government Code Section 2156.007 (d). Funding availability will be considered in selecting the bid award.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for sixty (60) days following date of bid opening.

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 14 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as a result of such failure on the part of the undersigned.

It is understood that the Owner reserves the right to reject any and all bids.

In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Date March 10, 2017

Signed *Nancy Thomsen*

By Nancy Thomsen
(Printed Name)

Executive Vice President
(Title)

2655 Crescent Drive, Ste A1, Lafayette, CO 80026
(Address)

844-343-8328
(Telephone Number)

cs@dbttranserv.com
(Email Address)

Frederic S. Deerman
Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. N/A _____

Date Received _____

BID BOND

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT DBT Transportation Services, LLC

(hereinafter called the Principal), as Principal and _____

Hartford Casualty Insurance Company

(hereinafter called the Surety), as Surety, are bound unto the City of La Porte, Texas, a home rule municipal corporation of Harris County, Texas (hereinafter called Obligor) in the amount of Five Percent of the Amount Bid Dollars (\$ 5%), for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Obligor for Siting, licensing and installation of a Automated Weather Observation
System III with Present Weather Sensor, Thunder Strike Alert (AWOS III PT).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before this Bid Bond is returned or before official rejection of such Bid; or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, and other required contract documents, the Obligor, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 7th
day of March, 20 17.

DBT Transportation Services, LLC

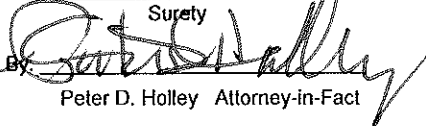
Principal/Contractor

Hartford Casualty Insurance Company

Surety

By:




Peter D. Holley Attorney-in-Fact

Address: 2655 Crescent Drive Suite A-1

Lafayette, CO 80026

Address: 2300 Contra Costa Blvd. #375

Pleasant Hill, CA 94523

NOTE: Attach Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On March 7, 2017 before me, Misty Rose Hemje, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Peter D. Holley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Misty Rose Hemje
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 3/7/2017
Number of Pages: 2 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Peter D. Holley
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Hartford Casualty Insurance Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: INTEGRO INSURANCE BROKERS

Agency Code: 57-100267

KNOW ALL PERSONS BY THESE PRESENTS THAT:

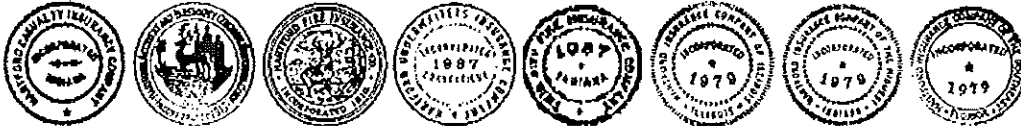
- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Peter D. Holley of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 7th, 2017
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



March 10, 2017

City of La Porte
Purchasing Manager
Attn: Cherell Daeumer
604 W. Fairmont Pkwy
La Porte, TX 77571

Purchasing Manager:

Thank you for the opportunity to provide a response to the City of La Porte BID #17013 for the Automated Weather Observation System for the La Porte Municipal Airport.

DBT Transportation Services LLC is a small, woman-owned business registered in the State of Texas with a primary office located at 2655 Crescent Drive, Ste A1, Lafayette, CO 80026. DBT Transportation Services has been a legal entity since April 22, 2016. The company believes in treating our customers as family and providing a nationwide service with a home-town feel.

Prior to the inception of DBT I was the National Sales Manager for Airports at Vaisala Inc for over six years. I am thoroughly knowledgeable on the AWOS and NADIN product lines.

DBT Transportation may be an unknown entity to the City. We would like to supply some background to our company. On August 1, 2016 DBT purchased the AWOS assets from Vaisala Inc. DBT is the only manufacture and supplier of the Vaisala AWOS in the North American market today. Due to the nature of the bid specifically calling for the Vaisala AWOS or similar, we wanted to reassure the City that DBT manufactures the Vaisala FAA certified AWOS and has hired all previous Vaisala AWOS personnel and expertise. Inclusive personnel are the AWOS product manager, technical support manager, field service engineers and manufacturing personnel.



TRANSPORTATION SERVICES

DBT Transportation Services is the leading Maintenance provider for AWOS systems in the country, with an installed base of nearly 1,000 A WOS nationwide, including:

Texas	90 Systems
Kansas	31 Systems
Minnesota	80 Systems
Wisconsin	40 Systems
Virginia	48 Systems
Georgia	50 Systems
Illinois	37 Systems
Kentucky	21 Systems
North Carolina	43 Systems
Michigan	42 Systems

DBT Transportation Services is backed by a team of professionals with over 40 years of experience in A WOS installation, maintenance, and communications. DBT Transportation Services project managers and technicians have been involved in over 500 AWOS installations nationwide.

DBT Transportation Services is the premier provider of NADIN communication services for AWOS, a service that we currently provide to nearly 50% of all the non-Federal AWOS in the United States.

DBT Transportation Services is a leading provider of AWOS maintenance services with over 400 maintenance sites nationwide. We offer customized AWOS maintenance programs and specialize in statewide programs aimed toward maximizing the value of each State's weather network. DBT Transportation Services currently manages AWOS maintenance programs for 8 state aviation departments.



DBT Airport Services

DBT's philosophy is that a well-managed, proactive maintenance program provides the best life-cycle management at a reasonable cost. We employ professionals that can diagnose issues with the AWOS system remotely, and ensure we have the right part for repair when our technicians are on site.

DBT technicians are FCC licensed, FAA approved, and manufacturer certified. Below is a list of our field technicians.

First Name	Last Name	FCC Cert.	Factory AWOS Cert.	FAA AWOS Cert.
David	Brumwell	Y	Y	Y
Travas	Burrows	Y	Y	Y
Jerrad	Fennern	Y	Y	Y
Roger	Hammill	Y	Y	Y
Brian	Findley	Y	Y	Y
Joe	Jackson	Y	Y	Y
Jim	Lager	Y	Y	Y
Mike	McGee	Y	Y	Y
Tim	Miller	Y	Y	Y
Jim	Nulle	Y	Y	Y
Rosendo (JR)	Rosalez	Y	Y	Y
Trent	Sanders	Y	Y	Y
Lucas	Schultz	Y	Y	Y
Stan	Smith	Y	Y	Y
David	Smock	Y	Y	Y



References

Company Name South Carolina DOT, Division of Aviation
Address 2553 Airport Boulevard, West Columbia, SC 29170
Contact Person Jamey Kempson, Airports Maintenance & NAVAID Engineer
Phone No. (803) 896-6291
Product(s) and/or Service(s) Used: Statewide AWOS Installation Program and Statewide AWOS Maintenance Program

Company Name Texas DOT, Aviation Division
Address 125 E. 11th Street, Austin, TX 78701
Contact Person Megan Caffal, RAMP Program Manager, Grant Administration
Phone No. (512) 416-4522
Product(s) and/or Service(s) Used: AWOS Installation Program, AWOS Maintenance Program, and AviMet Data Link Program

Company Name North Carolina DOT, Division of Aviation
Address 116 West Jones Street, Raleigh, NC 27603
Contact Person Bobby Walston, Director of Aviation
Phone No. (919) 814-0550
Product(s) and/or Service(s) Used: Statewide AWOS Installation Program and AWOS Maintenance Program

Company Name Georgia of Transportation
Address 600 W. Peachtree St., NW, Atlanta, GA 30308
Contact Person Carol L. Comer, Director, Division of Intermodal
Phone No. (404) 347-0573
Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide AWOS Maintenance Program and Statewide AviMet Data Link Program

Company Name Wisconsin Bureau of Aeronautics
Address 4802 Sheboygan Avenue, Room 701, Madison, WI 53707
Contact Person Scott Brummond, Chief, Aeronautical and Technical Services
Phone No. (608) 266-1745
Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide AWOS Maintenance Program, Statewide AviMet Data Link Program

DBT Current Projects Under Contract

Description and Location	Construction Cost	% Complete	Estimated Comp. Date
AWOS Installation, Eastland, TX	Confidential	100	Completed February, 2017
AWOS Installation, Carthage, TX	Confidential	50	May, 2017
AWOS Installation, Thomsen, GA	Confidential	75	April, 2017
AWOS Installation, El Reno, OK	Confidential	50	May, 2017
AWOS Installation, Louisville, GA	Confidential	75	April, 2017

Field Service Spare Parts List

<u>Part Number</u>	<u>Quantity</u>	<u>Description</u>
1433WA	1	Wind Speed Board
1434WA	1	Wind Direction Board
16644WA	4	Wind Bearing Kit
73-21954	1	Photocontrol
230132SP-ACU	1	Computer, MOXA for ACU
23132SP-VDP	1	Computer, MOXA for VDP
238414	1	HMP155 Sensor
222678SP-ACU	1	Port Server for ACU
222625SP-ACU	1	IP Modem for ACU
222625SP-VDP	1	IP Modem for VDP



TRANSPORTATION SERVICES

DBT has no contracts which have been under default or resulted in a lawsuit. DBT has never filed for bankruptcy for any reason. No officers of DBT have ever been associated with contracts which resulted in lawsuits, contracts which defaulted or filed for bankruptcy.

We look forward to doing business with the City of La Porte and further supporting your Aviation needs.

Sincerely,

Nancy J. Thomsen
EVP of Sales & Operations
844-343-8328
nthomsen@dbttranserv.com



March 10, 2017

City of La Porte
Purchasing Manager
Attn: Cherell Daeumer
604 W. Fairmont Pkwy
La Porte, TX 77571

Purchasing Manager:

DBT Transportation Services LLC respectfully submits this bid for the Automated Weather Observation System III PT at the La Porte Municipal Airport.

DBT Transportation may be an unknown entity to the City. We would like to supply some background information to our company. On August 1, 2016 DBT purchased the AWOS assets from Vaisala Inc. DBT is the only market supplier of the Vaisala manufactured AWOS in the North American market today.

We have only been in business since August 1, 2016 and therefore do not have a year of audited financials as requested in the bid. We are however happy to supply other financial information, or bank reference to fulfill the City's requirement that our business is solid and can handle the project at hand.

Condensed Financial Data	
Current Assets	\$4,500,000.00
Current Liabilities	\$1,900,000.00
Present Net Worth	\$2,6000,000.00

We look forward to doing business with the City of La Porte and further supporting your Aviation needs.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Nancy J. Thomsen'.

Nancy J. Thomsen
EVP of Sales & Operations



Lucas Schultz

Field Service Engineer

Contact Information

9517 Longvale Drive, Austin, TX 78729
lucas.j.schultz@gmail.com
(512) 956-2966

Work Experience

Vaisala Inc., Louisville, CO

Field Service Engineer

08.2006 - present

Highly trustworthy self-starting remote individual with a large territory of coverage. Knowledgeable of multiple unique FAA certified equipment & FAA Orders involved with maintenance & installation.

United States Navy – Second Class Petty Officer

Aviation Ordnanceman

09.1999 – 09.2003

Hands on repairs and inspection of various electronic and mechanical aircraft components while self-learning from publications to complete each task.

Subway Sandwiches – Blaine, MN

Shift Supervisor

1996-09.1999

Education

B.I.T. in Computer Systems – Summa Cum Laude

American InterContinental University

A.A. in Business Administration – With Honors

American InterContinental University

Certifications

General Radios Operators License (GROL)

FAA Automated Weather Observing System (AWOS)

FAA Non Directional Beacon (NDB)

References

Available on request.

Certificate of Completion

Lucas Schultz

Vaisala, Inc.

has successfully completed the

training program


for the

AWOS V-B, V-C, V-D

VAISALA INC.

194 S. Taylor Ave.

Louisville, CO 80027


Timothy Faulkenberry
Training Manager
October 27, 2006



Serial Number PG00020117	Grant Date 11-21-2006	Expiration Date	File Number 0002826214	Print Date 11-22-2006	Effective Date 11-21-2006
Date of Birth 12-20-1980	FCC Registration Number (FRN) 0015757966		THIS LICENSE IS NOT TRANSFERABLE. SPECIAL CONDITIONS/ENDORSEMENTS: This license does not confer any authority to operate Broadcast stations. Refer to CFR Title 47 Section 13.7 c)5.		
SCHULTZ, LUCAS J 2743 S HEIGHTS DR NW COON RAPIDS MN 55433					
General Radiotelephone Operator License					
FCC 605-FRC			FEDERAL COMMUNICATIONS COMMISSION		

HERE

FOLD



Rosendo "J.R." Rosalez

Field Service Engineer

Professional Experience Summary

35 years' experience in field service, installation and repair of electronics and electrical systems.

2010-Present	Field Support Engineer, Vaisala, Inc.
2009-Present	Field Support Specialist, Quixote Transportation Technologies, Inc.
1981-2007	United States Air Force / Avionics Technician / Aircraft Maintenance Production Supervisor

Additional Skills

- Direct customer interaction and support of electronics and electrical equipment to include building and troubleshooting down to component level of AC/DC circuits.
- Comprehensive knowledge and usage of technical manuals, blueprints and schematics provide ability to troubleshoot, disassemble, repair and maintain complex electronics systems.
- Knowledgeable of the principles of electricity and formulas for Three Phase and Single Phase circuits.
- Experienced with DOS and Windows operating systems, computer programming and networking technologies.
- Qualified for tower climbing and maintenance and operation of hydraulic and aerial lift equipment.
- Proven ability to quickly resolve complex hardware/software and equipment malfunctions in a fast-paced high-stress environment under adverse weather conditions.

Academic Background

Associates Degree in Applied Science Avionics Systems Technology, United States Air Force Community College- University Of Maryland

Responsibilities with Vaisala, Inc.

- Install, maintain and repair of Vaisala, Nu-Metrics brand products, RWIS and AWOS stations
- Customer support for RWIS and AWOS stations
- Maintain a status report and provide to customer for DFW Intl Airport RWIS stations.
- Provide technical assistance to internal employees and sub-contractors.



VAISALA

CERTIFICATE

This is to certify that

Rosendo Rosalez III

has successfully completed the
factory training program for the

AWOS V-C and V-D

from 25 October 2010 to 29 October 2010

Louisville, Colorado, USA, 29 October 2010



Ned Dworak
Lead AWOS Support Technician





**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION**



General Radiotelephone Operator License

ROSALEZ, ROSENDO
3603 FIELDTHORNE CT
KATY, TX 77450

Licensee: This is your radio authorization in sizes suitable for your wallet and for framing. Carefully cut the documents along the lines as indicated and sign immediately upon receipt. They are not valid until signed.

The Commission suggests that the wallet size version be laminated (or another similar document protection process) after signing. The Commission has found, under certain circumstances, laser print is subject to displacement.

FCC Registration Number (FRN): 0020662953

Special Conditions / Endorsements

This license confers authority to operate licensed radio stations in the Aviation, Marine and International Fixed Public Radio Services only. This license does not confer any authority to operate broadcast stations. It is not assignable or transferable. Refer to CFR Title 47 Section 13.7(c)(5).

Grant Date	Effective Date	Print Date	Expiration Date
03-07-2011	03-07-2011	03-08-2011	
File Number	Serial Number	Date of Birth	
0004642844	PG00033232	12-17-1961	

THIS LICENSE IS NOT TRANSFERABLE

Rosendo Rosalez
(Licensee's Signature)

FCC 605-FRC - May 2007

Cut Along This Line

Cut Along This Line

Serial Number PG00033232	Grant Date 03-07-2011	Expiration Date	File Number 0004642844	Print Date 03-08-2011	Effective Date 03-07-2011
Date of Birth 12-17-1961	FCC Registration Number (FRN) 0020662953		<p align="center">THIS LICENSE IS NOT TRANSFERABLE</p> <p>Special Conditions / Endorsements:</p> <p>This license confers authority to operate licensed radio stations in the Aviation, Marine and International Fixed Public Radio Services only. This license does not confer any authority to operate broadcast stations. It is not assignable or transferable. Refer to CFR Title 47 Section 13.7(c)(5).</p>		
<p>ROSALEZ, ROSENDO 3603 FIELDTHORNE CT KATY, TX 77450</p>			<p align="center"><i>Rosendo Rosalez</i> (Licensee's Signature)</p> <p align="center">FEDERAL COMMUNICATIONS COMMISSION</p>		
<p>General Radiotelephone Operator License</p> <p align="center">FCC 605-FRC - May 2007</p>					

Cut Along This Line

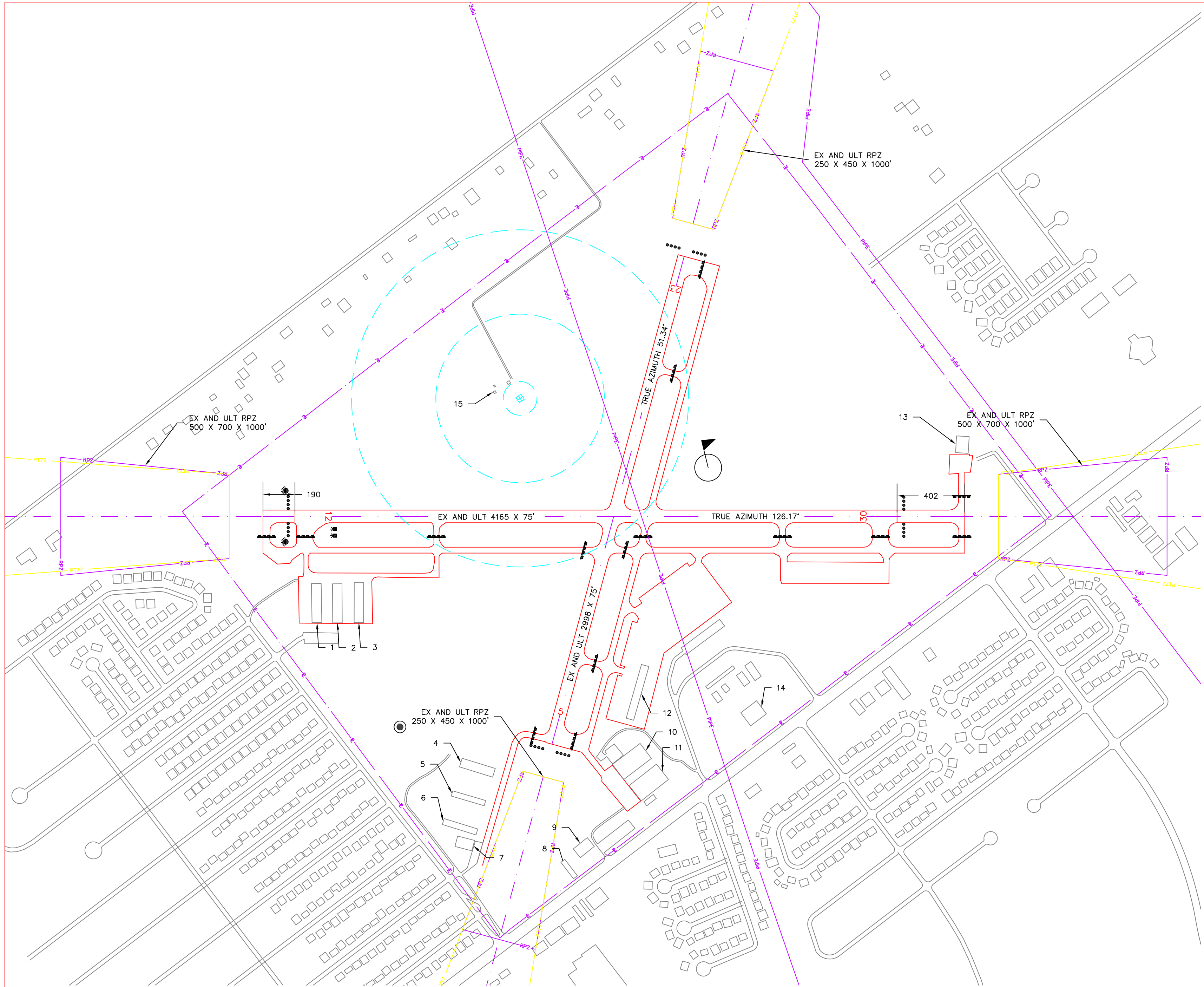
Notification and Access Report to Sealed Bid #17013 - Automated Weather Observation System

NOTIFICATION REPORT:

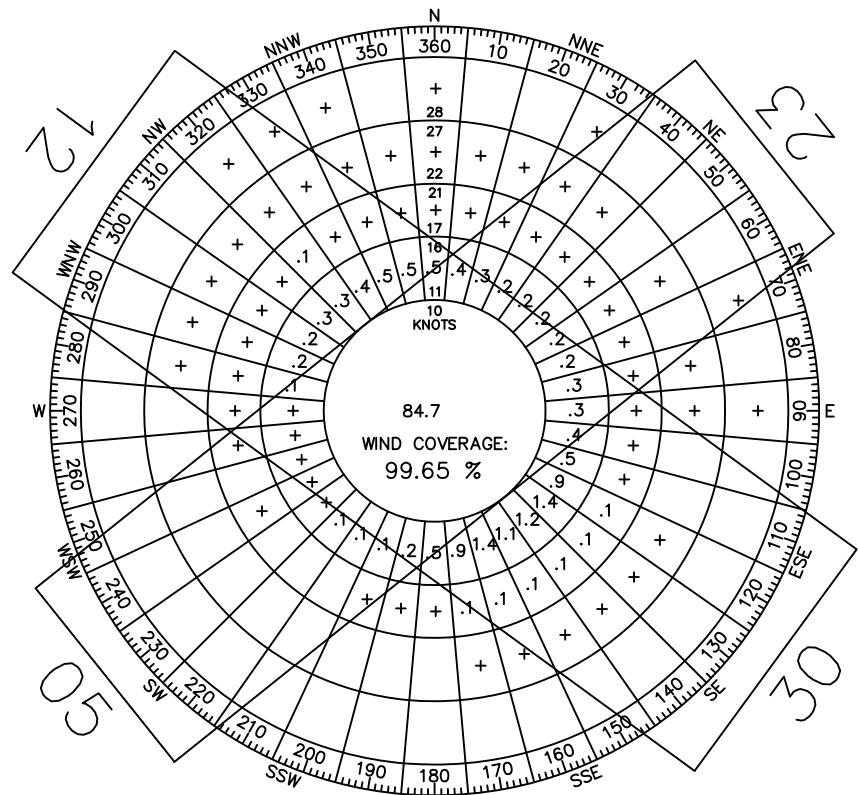
Vendor Name	Date	Reason
Adorama, Inc.	2017-02-16 06:55:14	Bid Notification
Aerowave Technologies	2017-02-16 06:55:14	Bid Notification
Bennett's (BPC Business Soluti	2017-02-16 06:55:14	Bid Notification
Boudreaux Communications Inc	2017-02-16 06:55:14	Bid Notification
Chicago Tech, Inc.	2017-02-16 06:55:14	Bid Notification
CJIS GROUP LLC	2017-02-16 06:55:14	Bid Notification
Continental Wireless, Inc.	2017-02-16 06:55:14	Bid Notification
CrimeTech, Inc.	2017-02-16 06:55:14	Bid Notification
Crosspoint Communications	2017-02-16 06:55:14	Bid Notification
First Choice Communications	2017-02-16 06:55:14	Bid Notification
Forestry Suppliers, Inc.	2017-02-16 06:55:14	Bid Notification
Johnston Technical Services, Ir	2017-02-16 06:55:14	Bid Notification
Motorola Solutions, Inc	2017-02-16 06:55:14	Bid Notification
Network Alliance, LLC	2017-02-16 06:55:14	Bid Notification
PROPAC INC	2017-02-16 06:55:14	Bid Notification
Royal Media Network	2017-02-16 06:55:14	Bid Notification
SAT Radio Communications, L	2017-02-16 06:55:14	Bid Notification
Southern Electronics Supply	2017-02-16 06:55:14	Bid Notification
Southern Science Supply	2017-02-16 06:55:14	Bid Notification
Sunset Survival & First Aid, Inc.	2017-02-16 06:55:14	Bid Notification
Tait Communications	2017-02-16 06:55:14	Bid Notification
Westward Environmental Inc.	2017-02-16 06:55:14	Bid Notification
Zetron	2017-02-16 06:55:14	Bid Notification

ACCESS REPORT:

Vendor Name	Documents
Charter Communications	
CDW Government LLC	Bid 17013 Automated Weather Observing System Final.pdf
Onvia	Bid 17013 Automated Weather Observing System Final.pdf
BidClerk	Bid 17013 Automated Weather Observing System Final.pdf
Perkens WS Corporation	Bid 17013 Automated Weather Observing System Final.pdf
Campbell Scientific	Bid 17013 Automated Weather Observing System Final.pdf
Sam Anderson Pvt Ltd	
global soft inc	
North America Procurement Co	Bid 17013 Automated Weather Observing System Final.pdf
Crosspoint Communications	Bid 17013 Automated Weather Observing System Final.pdf
Royal Media Network	
Southern Science Supply	
Vaisala Inc.	Bid 17013 Automated Weather Observing System Final.pdf
Construction Market Data	
Grand Cayon Minority Contractors Association and iSqFt Planroom Partnership	
The Blue Book Building & Cons	Bid 17013 Automated Weather Observing System Final.pdf
Lindsay Circle, LLC	Bid 17013 Automated Weather Observing System Final.pdf
SO	Bid 17013 Automated Weather Observing System Final.pdf
Graphics Store	
Dyacon	Bid 17013 Automated Weather Observing System Final.pdf
I Sqft Plan Room	
Construction Software Technok	Bid 17013 Automated Weather Observing System Final.pdf
Tukmol General Contractor	



WIND COVERAGE		
RUNWAY	CROSSWIND COMPONENT	PERCENT
RUNWAY 12-30	13 KNOTS	98.58%
RUNWAY 05-23	10.5 KNOTS	89.00%
COMBINED COVERAGE		99.65%



WIND DATA HOUSTON 1997-2006

RUNWAY DATA TABLE								
RUNWAY ARC	RW 12-30				RW 05-23			
	EXISTING	ULTIMATE	EXISTING	ULTIMATE	EXISTING	ULTIMATE	EXISTING	ULTIMATE
DESIGN AIRCRAFT & ARC	King Air 200 (BII)	King Air 200 (BII)	Socata TBM 700 (AI)	Socata TBM 700 (AI)				
BALANCED FIELD LENGTH	2579'	2579'	2132'	2132'				
RUNWAY LENGTH & WIDTH (ft.)	4165' X 75'	4165' X 75'	2998' X 75'	2998' X 75'				
PAVEMENT DESIGN STRENGTH (1000 lbs.)	23 SW	23 SW	25 SW	25 SW				
RUNWAY LIGHTING	MIRL	MIRL	MIRL	MIRL				
PERCENT EFFECTIVE GRADIENT	0.0%	0.0%	0.00%	0.00%				
PERCENT WIND COVERAGE	98.58% 13 kts	98.58% 13 kts	89.0% 10.5 KTS	89.0% 10.5 KTS				
MAXIMUM ELEVATION ABOVE MSL	24.3'	24.3'	23.7'	23.7'				
RW SURFACE TYPE	ASPH	ASPH	ASPH	ASPH				
RSA - LENGTH BEYOND RW END	300'	300'	240'	240'				
RSA - WIDTH	150'	150'	120'	120'				
OFA - LENGTH BEYOND RW END	300'	300'	240'	240'				
OFA WIDTH	500'	500'	250'	250'				
OFZ - LENGTH BEYOND RW END	200'	200'	200'	200'				
OFZ WIDTH	400'	400'	250'	250'				
RUNWAY END	12	30	12	30	05	23	05	23
APPROACH TYPE	VISUAL	LPV GPS	VISUAL	LPV GPS	VISUAL	VISUAL	VISUAL	VISUAL
APPROACH VISIBILITY MINIMA	VISUAL	1 MILE	VISUAL	1 MILE	VISUAL	VISUAL	VISUAL	VISUAL
THRESHOLD SITING SURFACE & SLOPE	#5 20:1	#5 20:1	#5 20:1	#5 20:1	#5 20:1	#5 20:1	#5 20:1	#5 20:1
RUNWAY MARKING	NPI	NPI	NPI	NPI	BASIC	BASIC	BASIC	BASIC
RUNWAY VISUAL AIDS	PAPI	NONE	PAPI	NONE	NONE	NONE	NONE	NONE
TOUCHDOWN ZONE ELEVATION	25.1'	25.1'	25.1'	25.1'	23.7'	23.7'	23.7'	23.7'
FAR PART 77 APPROACH CATEGORY	A(V)	A(NP)	A(V)	A(NP)	A(V)	A(V)	A(V)	A(V)
FAR PART 77 APPROACH SURFACE SLOPE	20:1	20:1	20:1	20:1	20:1	20:1	20:1	20:1
TAKE-OFF RUN AVAILABLE (TORA)	4165'	4165'	4165'	4165'	2998'	2998'	2998'	2998'
TAKE-OFF DISTANCE AVAILABLE (TODA)	4165'	4165'	4165'	4165'	2998'	2998'	2998'	2998'
ACCELERATE STOP DISTANCE AVAIL. (ASDA)	4165'	4165'	4165'	4165'	2998'	2998'	2998'	2998'
LANDING DISTANCE AVAILABLE (LDA)	3975'	3763'	3975'	3763'	2998'	2998'	2998'	2998'

RUNWAY END COORDINATES AND ELEVATIONS			
RUNWAY END	LATITUDE	LONGITUDE	ELEVATION
EXISTING END OF RWY 12	29°40'21.1776" N	95°04'10.5537" W	24.3'
DISPLACED THR OF RWY 12	29°40'20.0687" N	95°04'08.8169" W	24.6'
EXISTING END OF RWY 30	29°39'56.8454" N	95°03'32.4468" W	24.2'
DISPLACED THR OF RWY 30	29°39'59.1939" N	95°03'36.1243" W	24.2'
EXISTING END OF RWY 05	29°40'00.3601" N	95°04'03.9006" W	23.2'
EXISTING END OF RWY 23	29°40'18.8997" N	95°03'37.3643" W	23.7'

AIRPORT DATA TABLE		
	EXISTING	ULTIMATE
AIRPORT ELEVATION (MSL)	25.1'	25.1'
AIRPORT NAVIGATION AIDS	NDB,VOR,LPV GPS	NDB,VOR,LPV GPS
MEAN MAX TEMP (Hottest Month °F)	93°F	93°F
AIRPORT REFERENCE CODE (ARC)	B-II	B-II
TAXIWAY MARKING	STD W/Q REF	STD W/Q REF
TAXIWAY LIGHTING	NONE	NONE
AIRPORT REFERENCE POINT COORDINATES	29°40'09.3" N	29°40'09.3" N
	95°03'51.1" W	95°03'51.1" W

NOTES

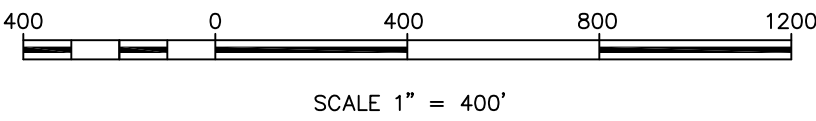
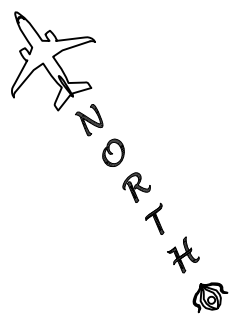
DATUM COORDINATE SYSTEMS - HORIZONTAL DATUM NAD 1983 State Plane Texas South Central 4204 Feet, VERTICAL DATUM NAVD88.

NO KNOWN OFZ OBJECT PENETRATIONS

NO SURVEY WAS COMPLETED DURING PREPARATION OF THIS DRAWING. NO INNER PORTION OF THE APPROACH SURFACE DRAWINGS ARE INCLUDED BECAUSE THERE IS NO OBSTRUCTION DATA.

FAA STUDY NUMBER 2014-ASW-7630-NRA

BUILDING TABLE		
BUILDING NUMBER	DESCRIPTION	TOP ELEVATION
1	T-HANGAR	UNKNOWN
2	T-HANGAR	UNKNOWN
3	T-HANGAR	UNKNOWN
4	T-HANGAR	UNKNOWN
5	T-HANGAR	UNKNOWN
6	T-HANGAR	UNKNOWN
7	CONVENTIONAL HANGAR - FBO	UNKNOWN
8	T-HANGAR	UNKNOWN
9	CONVENTIONAL HANGAR - FBO	UNKNOWN
10	CONVENTIONAL HANGAR - FBO	UNKNOWN
11	CONVENTIONAL HANGAR - FBO	UNKNOWN
12	T-HANGAR	UNKNOWN
13	CONVENTIONAL HANGAR - FBO	UNKNOWN
14	TEXAS AIR NATIONAL GUARD	UNKNOWN
15	ENVIRONMENTAL MONITOR STATION	55'
16		
17		
18		
19		
20		



ALD LEGEND		
FEATURE	EXISTING	ULTIMATE
RUNWAY/TAXIWAY OUTLINE		
RUNWAY/TAXIWAY TO BE REMOVED		
BUILDINGS/FACILITIES		
AIRPORT PROPERTY LINE		
AIRPORT PROPERTY LINE w/FENCE		
FENCE LINE		
BUILDING RESTRICTION LINE (BRL)		
AIRPORT REFERENCE POINT		
WIND CONE & SEGMENTED CIRCLE		
THRESHOLD LIGHTS		
RW END IDENTIFIER LIGHTS (REILS)		
C&G BEACON		
VGSI		
HOLD POSITION AND SIGN		
ASOS/AWOS		
PACS AND SACS MARKERS		
GROUND CONTOURS		
SIGNIFICANT OBJECT LOCATION		
TREES/BRUSH		
CITY LIMIT LINE		

TEXAS DEPARTMENT OF TRANSPORTATION
AVIATION DIVISION

ALP APPROVED ACCORDING TO FAA AC 150/5300-13A PLUS THE REQUIREMENTS OF A FAVORABLE ENVIRONMENTAL FINDING AND FAA NRA STUDY PRIOR TO THE START OF ANY LAND ACQUISITION OR CONSTRUCTION ON AIRPORT PROPERTY.

COPYRIGHT 2015 TXDOT AVIATION DIVISION, ALL RIGHTS RESERVED.

AIRPORT SPONSOR

CURRENT AND FUTURE DEVELOPMENT DEPICTED ON THIS ALP IS APPROVED AND SUPPORTED BY AIRPORT SPONSOR

SPONSOR ACKNOWLEDGES APPROVAL OF ALP BY TXDOT DOES NOT CONSTITUTE A COMMITMENT TO FUNDING.

DAVID FULTON, DIRECTOR, AVIATION DIVISION

DATE

SIGNATURE

DATE

PREPARED BY:

TXDOT AVIATION DIV.

KS JUN 2015

DESIGNED BY DATE

KS JUN 2015

DRAWN BY DATE

AIRPORT LAYOUT DRAWING
LA PORTE MUNICIPAL
LA PORTE, TEXAS (T41)

Aviation Division

SHEET 1 OF 1

AWOS Description

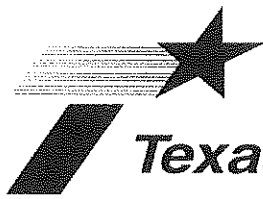
The Automated Weather Observing System (AWOS) units are mostly operated, maintained and controlled by the Federal Aviation Administration (FAA) in the United States, although there are AWOS units that are also operated by state or local governments and some private agencies. The American National Weather Service (NWS) and Department of Defense (DOD) play little to no role in the operation, maintenance or deployment of AWOS units. These systems are among the oldest automated weather stations in the United States.

AWOS systems disseminate weather data in a variety of ways:

- A computer-generated voice message which is broadcast via radio frequency to pilots in the vicinity of an airport. The message is updated at least once per minute, and this is the only mandatory form of weather reporting for an AWOS.
- Optionally, a computer-generated voice message, available over a telephone dial-up modem service. The message is updated at least once per minute.
- Optionally (but frequently done), AWOS messages may be transmitted to the FAA for national dissemination via computer. These messages are currently in METAR format, and typical reporting frequencies are once every 20 minutes. This option is only available for AWOS III or IV systems (see below).

The following AWOS configurations are defined below in terms of what parameters they measure:

- AWOS A: barometric pressure and altimeter setting (in inches of Mercury).
- AWOS I: wind speed and wind gusts (in knots), wind direction (from which the wind is blowing) and variable wind direction (in degrees of the compass), temperature and dew point (in degrees Celsius), altimeter setting and density altitude.
- AWOS II: all AWOS I parameters, plus visibility and variable visibility (in miles).
- AWOS III: all AWOS II parameters, plus sky condition, cloud ceiling height (in feet), and liquid precipitation accumulation (in inches).
- AWOS III P: all AWOS III parameters, plus precipitation type (rain, snow and sometimes drizzle) identification.
- AWOS III T: all AWOS III parameters, plus thunderstorm detection (via a cloud-to-ground lightning detector).
- AWOS III P/T: all AWOS III parameters, plus precipitation type identification and thunderstorm detection.
- AWOS IV Z: all AWOS III P/T parameters, plus freezing rain detection via a freezing rain sensor (Note: this configuration used to be called AWOS III PTZ).
- AWOS IV R: all AWOS III P/T parameters, plus runway surface condition.
- AWOS IV Z/R: all AWOS III P/T parameters, plus freezing rain detection and runway surface condition



Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

WHY ADD NADIN?

The addition of an AWOS to your airport provides a local weather observation and a legal altimeter source to the airport community. This observation is available to the airport and pilots through a display in the airport terminal, over a VHF radio, and through the use of a local telephone number. Most pilots, as well as the general public receive their weather briefings through third party sources. Aviation sources include government services such as Flight Service, Air Traffic Control, and DUATS. Pilots also access commercial providers at home and at the airport that include DTN, WeatherMation, WSI, Universal, and many new Internet sources. None of these weather and flight planning resources can access your AWOS observation without NADIN.

NADIN is an acronym for National Airspace Data Interchange Network. The Federal Aviation Administration developed a national network of communication links for all information critical to safe and efficient Air Traffic Control. Weather is a major component in that network, and as airports and states add new automated weather stations to the national grid the FAA makes this network available to the public through commercial vendors. It is the FAA's system of weather distribution that sends your AWOS observation to the National Weather Service, the FAA, and all commercial weather and flight planning services.

National dissemination of your AWOS observation boosts your availability to corporate and Part 135 operators as well as VFR traffic by making your certified weather available for preflight briefing from anywhere in the world. No long-distance telephone calls, no extra steps to get the information. You're in their enroute checks with flight service, flight following, Air Traffic, and dispatch and through datalinks. Better access to your AWOS will increase safety and traffic at your airport.

NADIN services improve the performance of your AWOS: Distribution to the FAA, NWS, and commercial vendors means that everyone responsible for monitoring the operation of your AWOS has easy access to it. Your maintenance technician can monitor the performance of the sensors and system. This insures a proactive approach to the maintenance and operation of your AWOS.

With NADIN, your airport can provide a great service to the surrounding community. The NWS will include this observation in their forecasts identifying your airport as the source. The radio and television stations will have your observations for the new broadcasts. The Weather Channel will have a local weather report from your airport.

AWOS Technical Specifications

1. Project Description:

- 1.1. The project shall consist of furnishing and installing an Automated Weather Observing Systems III with optional Present Weather Sensor and Thunder Strike Alert components (AWOS III P/T) at the LaPorte Municipal Airport. The Vendor will work with the Owner/State to select the best site for the system in accordance with FAA Order 6560-20 (latest revision), "Siting Criteria for Automated Weather Observation Systems". The system shall be installed in accordance with Federal Aviation Administration Advisory Circular 150/5220-16, (latest revision), "Automated Weather Observing Systems (AWOS) for Non-federal Applications" and as indicated in this specification.

The system as installed will include all labor, equipment, materials, peripherals, training, services, one year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration (FAA). Vendor shall have FAA certification for the AWOS III P/T at time of bid submittal and will provide copies of such approval with their bid submittal.

- 1.2. The Vendor shall utilize an established and proven equipment configuration.
- 1.3. The Vendor shall provide for one year of AWOS System Maintenance as required by FAA AC No. 150/5220-16 (latest revision). The initial one year of AWOS System Maintenance will not include any repairs of the system under the one year warranty for the installed system. Entire system shall be installed and operating in test mode, with an AWOS System Maintenance Contract in place before the FAA commissioning visit is scheduled. The effective start date of the one year AWOS System Maintenance Contract will be the date the AWOS is commissioned by the FAA.
- 1.4. Vendor shall prepare the Memorandum of Agreement (MOA) and Operations and Maintenance Manual (OMM) as required by FAA Order 6700.20 for owner signature before scheduling FAA commissioning ground inspection and any other checks required before the AWOS can be authorized to operate.
- 1.5. The following documents shall be considered a part of these provisions:
- AC 150/5220-16, (latest revision) "Automated Weather Observing Systems for Non-Federal Applications"
 - FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observing Systems"
 - AC 70/7460-1, (latest revision) "Obstruction Marking and Lighting"

- TxDOT Aviation Division General Construction Contract Provisions, Volume dated June 2005.

2. Site Location:

- 2.1. The Vendor shall comply with FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observation."
- 2.2. Vendor shall consider location of available electrical power to reduce sponsor's cost for installation of power at the site when selecting the AWOS site.
- 2.3. The Vendor must submit locations to Owner/State for approval on furnished copy of Airport Layout Plans marked with latitude/longitude and elevation before submitting FAA Form 7460-1. Owner/State shall approve final site selection.
- 2.4. Site approval and documents/applications for the AWOS installation and VHF equipment will be submitted to the FAA and the FCC by the Vendor. If a UHF data link is used in place of the data/control cable connection to the AWOS processor, licensing of the UHF frequency is the responsibility of the Vendor.
- 2.5. The Vendor must notify Owner/State of telephone and electrical connection requirements for the selected AWOS site. Vendor shall coordinate location and requirements with owner so that necessary utility connections can be installed in sufficient time for the installation of the equipment.
- 2.6. Site selection shall be made and proper forms executed and filed with FAA within 90 days from notice to proceed for site selection. Owner/State review and approval will be in addition to the 90-day time frame.
- 2.7. Vendor shall notify Owner/State of any issues occurring with forms filed with FAA for the selected site, and any re-submission of site selection forms.
- 2.8. Vendor shall anticipate the possibility of multiple siting visits per airport, if necessary.

3. FCC License(s)

- 3.1. Vendor must submit necessary forms and acquire Federal Communications Commission License for an AWOS VHF broadcast license. If required, Vendor shall also submit all necessary forms and acquire FCC license for UHF license.
- 3.2. Vendor shall coordinate and monitor the receipt of the licenses with Owner/State and FCC to insure all necessary licenses are received. Vendor shall submit report to Owner/State with all FCC license call signs and expiration dates.

4. Site Preparation:

- 4.1. The Vendor shall provide all necessary site preparation work for installation of the AWOS, which includes, but is not limited to grading, leveling, grubbing, and making the site acceptable for installation of necessary foundations and equipment.
- 4.2. Electrical power supply and telephone line for the operation of the system shall be provided by the airport sponsor. The electrical power supply shall terminate with an electrical disconnect 25 feet from the designated installation location. The telephone line shall also terminate at this location in an appropriate box.

- 4.3 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 4.4 Vendor shall construct concrete foundations for tower base and other equipment. AWOS Manufacturer shall submit foundation drawings specific to selected site and equipment with specified concrete compressive strength and reinforcing requirements.
- 4.5 Following installation, site shall be cleaned, debris removed and surface leveled to that of surrounding areas to allow for mowing and maintenance of the area disturbed.

5. Installation:

- 5.1. Vendor shall not proceed with installation until approved schedule is developed and only following a notice to proceed by the Owner.
- 5.2 The work shall be performed by the AWOS manufacturer or approved contractor regularly engaged in work of this type, and shall include furnishing and installing the equipment, calibration, start-up, and commissioning of equipment.
- 5.3 Sensors shall be installed at the locations and elevations as approved by Owner/State and the Federal Aviation Administration. All connections of the cables to the sensors, AWOS tower, processing unit and data terminal will be in accordance with the manufacturer's specifications. VHF antenna shall be mounted at the AWOS site, unless other location is approved by Owner/State.
- 5.4 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 5.5 Vendor shall anticipate multiple installation visits as conditions dictate.

6. Equipment:

- 6.1. AWOS III Instrumentation: The systems to be installed shall be FAA certified as AWOS III or AWOS III P/T as finally configured at time of contract award. All equipment provided shall be new and meet the specifications in FAA AC 150/5220-16 (latest revision).
 - 6.1.1. Tower: Vendor shall install either a self-supporting or a tilt-over tower as specified by manufacturer for the system and as indicated on the project specific bid form. The tilt-over tower shall have a steel supporting rest in a concrete foundation that is required to hold tower in its tilt-down position without touching ground. Either tower type shall not exceed the height specified for the equipment to be installed on the tower.

The tower shall be painted with a six-band marking with alternating bands of aviation surface orange (the top band) and white. The bandwidths shall be 1/6 of the height of the tower and perpendicular to the vertical axis of the tower with the bands at each end colored orange. Paint and aviation colors shall conform to Federal Standards. The tower shall be primed in accordance with the tower manufacturer's specifications prior to painting.

A Dual L-810 obstruction light shall be placed within 5 feet of the top of the tower in accordance with FAA requirements. The two lamps on the L810 shall be wired in parallel on a dedicated circuit.

- 6.1.2 Voice Subsystem: A. The voice subsystem shall provide high quality, computer-generated speech for output of the AWOS observation. The voice subsystem should also provide the speech for the local ground-air radio broadcast and for telephone dial-up users. The system shall have the capability of hooking up to a minimum of two (2) phone lines, and for the addition of a manually input voice message at the end of the computer generated voice message. The system shall have the capability of remotely programming a voice message via telephone. A security access code shall prevent unauthorized use, and the system will automatically play back the recorded message and allow the user to reprogram, delete, or accept the message.
- 6.1.3 Uninterruptible Power Supply: The Vendor shall provide a UPS to regulate power and provide a back-up power supply source for power outages. The UPS shall be capable of powering the AWOS for a minimum of one (1) hour.
- 6.1.4 NADIN/WMSCR Interface: The AWOS shall include equipment for interfacing with a Vendor that is approved to download information through the National Airspace Data Interchange Network (NADIN) and into the Weather Message Switching Center Replacement (WMSCR). Vendor shall provide one (1) year of NADIN connection service to be concurrent with AWOS maintenance contract.
- 6.1.5 Transient and Lightning Protection: AWOS equipment should be protected against damage or operational upset due to lightning surges, power line transients and surges, and from other electromagnetic fields and charges on all sensor input lines, sensor supply lines, and incoming power and data communications lines. Lightning protection systems shall be designed and installed in accordance with the Lightning Protection Code, NFPA 780, and the manufacturer recommendations for all equipment.
- 6.1.6 Test Equipment: The Contractor shall supply the Owner with the necessary test equipment to maintain the AWOS weather sensors according to the manufacturer's FAA approved maintenance plan.
- 6.1.7 Spare Components: The Contractor shall provide the Owner with the manufacturer's minimum recommended spare components necessary to restore the AWOS to service following a malfunction.
- 6.1.8 Maintenance Agreement: The Vendor shall provide a one (1) year AWOS maintenance agreement that meets the requirements of FAA AC No. 150/5220-16 (latest revision) and begins on the date of FAA commissioning. The maintenance agreement shall include all required inspections and maintenance as defined by AC No. 150/5220-16 (latest revision), but will not include any repairs made under the one year warranty for the installed system.

7. Additional Services

7.1. The Vendor will perform the following:

- a. Conduct all required systems performance tests. System must be in total working condition before scheduling FAA site commissioning. If multiple FAA commissioning visits are necessary, Vendor shall reimburse other contractors, the FAA, and the owner for associated additional travel costs if requested.

- b. Prepare the AWOS for the FAA ground check. Place and keep the AWOS in an operational test mode until it is certified by the FAA. If the FAA disapproves either the ground check or flight check, the Vendor shall correct the discrepancies and re-schedule the FAA ground or flight check.
- c. Provide a qualified technician on site for any required FAA ground check, flight check, and site commissioning of the AWOS.
- d. Post any certificates and notices required in AC 150/5220-16, (latest version).
- e. Vendor to schedule a session after commissioning at the airport to provide complete system operation, maintenance, and repair training. Vendor will ensure that all airport representatives and operators as designated by the owner are notified of the training session, and will personally conduct the training on site.
- f. Provide one complete set of AWOS system manuals to the owner.

8. Basis of Payment

8.1 Siting, Licensing and Installation:

- a. Each system shall be installed in accordance with the Plans and General and Special Provisions. The unit price shall be full compensation for all labor, equipment, materials, peripherals, training, services, one year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration.
- b. The contractor is eligible to receive payment up to 95% of the contract amount pending final inspection and acceptance by Owner/State. Release of final payment does not release Vendor of obligation to have equipment certified and commissioned by FAA. Vendor shall correct, repair and/or replace any equipment necessary to have equipment commissioned by FAA. Vendor is not released from this contract until final commissioning of the system.
- c. Vendor shall make all necessary repairs, corrections, changes, and modifications to the AWOS system before acceptance by Owner/State. The airport owner should not be relied upon at any time to assist or make the necessary repairs, corrections, changes, or modifications.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>April 10, 2017</u>	<u>Appropriation</u>
Requested By:	<u>Don Pennell</u>	Source of Funds: <u>015 General CIP</u>
Department:	<u>Public Works</u>	Account Number: <u>015.7070.530.1100</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$116,250</u>
Other: <input type="radio"/>	<u></u>	Amount Requested: <u>\$85,885</u>
Attachments :		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

1. Bid Tabulation

2. Notification & Access Report

SUMMARY & RECOMMENDATIONS

The parking lot resurfacing at Lomax Park (Rodeo Arena) is identified in the fiscal year 2017 CIP budget for design and construction. The parking lot base is constructed with GS200 and has minor failure in some areas identified for base repair. The current surface is a one coat chip seal with normal deterioration.

Bid #17014-Lomax Arena Parking Lot Improvements was advertised in the Bay Area Observer on February 23, and March 2, posted on Public Purchase and the City's website. The access report is attached. Bid #17014-Lomax Arena Parking Lot Improvements was opened and read on March 14, 2017, two bids were received. Low alternate bid is Aztec Landscaping and Remodeling at \$77,885.00.

City staff contacted Rodeo officials and they prefer chip seal to asphalt overlay for hoofed animals. Although the bid was prepared to include type D asphalt with a chip seal overlay, including the asphalt would make this project over budget. In-house City forces will level up any low spots not identified for base repair with asphalt prior to chip seal. Staff recommends bid award, with a deduct for the type D asphalt.

Staff Recommends award of Bid 17014 to Aztec Landscaping and Remodeling for \$77,885.00 and a contingency of \$8,000.00.

Benefits:

There will be increased life of the parking lot 10-20 years.

Liabilities:

None

Operating Costs:

None

Action Required of Council:

Consider approval or other action to award Bid #17014-Lomax Arena Parking Lot Improvements to Aztec Landscaping and Remodeling for base repair and resurfacing Lomax Arena Parking Lot and authorize the City manager to enter into a construction contract in the amount of \$77,885.00 and an \$8,000.00 contingency.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Bid Tabulation to Sealed Bid #17014 - Lomax Arena Parking Lot Improvements

				AAA Asphalt Paving		Aztec Remodeling & Landscaping Co.	
Item No.	Item Description	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	8000	\$8,000.00	3500	\$3,500.00
2	2" surface asphalt pavement - Type D	1005	tons	107	\$107,535.00	110	\$110,550.00
3	8" base repair asphalt pavement - Type A	110	tons	114	\$12,540.00	60	\$6,600.00
4	Chip seal coat	9038	SY	NO BID	NO BID	7.5	\$67,785.00
					\$128,075.00		\$188,435.00
Alternate Bid		Qty	Unit				
1	(DEDUCT) 2" surface asphalt pavement - Type D	1005	tons	NO BID	NO BID		-\$110,550.00
					\$128,075.00		\$77,885.00

Addendum Acknowledged

Yes, no seal

Yes

CIQ

Yes

Yes

Bid Bond

Yes

Yes

Bid tabulation is preliminary and does not imply any type of award. Other factors may apply.

Sealed Bid #17014 - Lomax Arena Parking Lot Improvements

Notifications:

Vendor Name	Reason
3J Ryan, Inc.	Bid Notification
A1 Construction Services	Bid Notification
AAA Asphalt Paving Inc	Bid Notification
Advanced Facility Maintenance	Bid Notification
AGR CONSTRUCTION,LLC	Bid Notification
AHRG, Corporation	Bid Notification
All Pro General Construction, Ir	Bid Notification
American Pavement Solutions	Bid Notification
Angel Brothers Enterprises, Ltd	Bid Notification
aztec remodeling &landscaping	Bid Notification
Baukus Electric	Bid Notification
Bergeron Emergency Services,	Bid Notification
Brooks Concrete Inc	Bid Notification
CDC News	Bid Notification
Century Asphalt, Ltd.	Bid Notification
Ceres Environmental Services,	Bid Notification
Concrete Raising Corporation	Bid Notification
D Davila	Bid Notification
derk harmsen const. co inc	Bid Notification
Detail Construction	Bid Notification
DM Construction LLC	Bid Notification
Dort & O'Connor Contractors	Bid Notification
Durwood Greene Construction	Bid Notification
D & W Contractors Inc.	Bid Notification
El Dorado Services Inc.	Bid Notification
ERS, Inc.	Bid Notification
Florida Traffic Control Devices,	Bid Notification
Follis Construction	Bid Notification
Forde Construction Company	Bid Notification
General Contractor Services, In	Bid Notification
Graham County Land Company	Bid Notification
GW Phillips Construction, INC.	Bid Notification
HARRIS CONSTRUCTION CO	Bid Notification
Hayden Paving, Inc.	Bid Notification
HDR Engineering, Inc.	Bid Notification
Hearn Company	Bid Notification
ISC Global Services, Inc.	Bid Notification
ISI Contracting, Inc.	Bid Notification
iSqFt / AGC Houston	Bid Notification
JDC Services	Bid Notification
JERDON ENTERPRISE, L.P.	Bid Notification
J&G Concrete Products	Bid Notification
Jlm Kodam Inc.	Bid Notification
Kessler Painting	Bid Notification
LAYNE INLINER, LLC	Bid Notification
MAR-CON SERVICES, LLC	Bid Notification
MHB Construction, Inc.	Bid Notification
Midwest Energy Solutions, Inc.	Bid Notification
Onvia	Bid Notification
Paskey Incorporated	Bid Notification
Perkens WS Corporation	Bid Notification

Pfeiffer & Son, Ltd.	Bid Notification
QC Laboratoires, Inc.	Bid Notification
RAC Industries, LLC	Bid Notification
Reliance Construction	Bid Notification
Republic Traffic Safety	Bid Notification
R.H. Shackelford, Inc.	Bid Notification
R J Construction Company, Inc	Bid Notification
RMB Management	Bid Notification
Royal Media Network Inc.	Bid Notification
Sam Anderson Pvt Ltd	Bid Notification
Sixth Man Construction	Bid Notification
SJ&J CONSTRUCTION, LLC	Bid Notification
SO	Bid Notification
Southern Road & Bridge	Bid Notification
South Houston Concrete Pipe C	Bid Notification
South Ranger Construction Inc.	Bid Notification
Stone Castle Industries	Bid Notification
T & A Turf and Irrigation, LLC.	Bid Notification
Taylor & Taylor Construction	Bid Notification
Teamwork Cnstruction	Bid Notification
TFR Enterprises, Inc	Bid Notification
The Blue Book Building & Cons	Bid Notification
TLC Trucking & Contracting, Inc	Bid Notification
T&T	Bid Notification
	Bid Notification

Access:

Vendor Name

Documents

AAA Asphalt Paving Inc.	Bid 17014 Lomax Arena Parking Lot Improvements Final.pdf
Angel Brothers Enterprises, Ltd	Addendum No. 1 to Bid 17014 .pdf
aztec remodeling &landscaping	Addendum No. 1 to Bid 17014 .pdf
BidClerk	Bid 17014 Lomax Arena Parking Lot Impr
Brooks Concrete Inc	
Century Asphalt, Ltd.	Bid 17014 Lomax Arena Parking Lot Improvements Final.pdf
Charter Communications	
Concrete Raising Corp	Addendum No. 1 to Bid 17014 .pdf
Construction Market Data	Bid 17014 Lomax Arena Parking Lot Impr
Construction Software Technok	Addendum No. 1 to Bid 17014 .pdf
Dale Dobbins	Bid 17014 Lomax Arena Parking Lot Improvements Final.pdf
Dodge Data & Analytics	Addendum No.
El Dorado Services Inc.	Bid 17014 Lomax Arena Parking Lot Improvements Final.pdf
global soft inc	
Grand Cayon Minority Contract	Addendum No. 1 to Bid 17014 .pdf
GW Phillips Construction, INC.	Bid 17014 Lomax Arena Parking Lot Improvements Final.pdf
Hayden Paving, Inc.	Addendum No. 1 to Bid 17014 .pdf
Hearn Company	Addendum No. 1 to Bid 17014 .pdf
JERDON ENTERPRISE, L.P.	Bid 17014 Lomax Arena Parking Lot Impr
Millis Equipment Rental, LLC	
North America Procurement Co	Addendum No. 1 to Bid 17014 .pdf
Onvia	Addendum No. 1 to Bid 17014 .pdf
Perkens WS Corporation	Addendum No. 1 to Bid 17014 .pdf
Public Works	Addendum No. 1 to Bid 17014 .pdf
Reliance Construction	
RMB Management	Bid 17014 Lomax Arena Parking Lot Improvements Final.pdf

Sam Anderson Pvt Ltd	Addendum No. 1 to Bid 17014 .pdf	Bid 17014 Lomax Arena Parking Lot Impr
SO	Bid 17014 Lomax Arena Parking Lot Improvements Final.pdf	
South Houston Concrete Pipe C	Bid 17014 Lomax Arena Parking Lot Improvements Final.pdf	
T and T Construction	Addendum No. 1 to Bid 17014 .pdf	Bid 17014 Lomax Arena Parking Lot Impr
Taylor & Taylor Construction	Bid 17014 Lomax Arena Parking Lot Improvements Final.pdf	
The Blue Book Building & Cons	Addendum No. 1 to Bid 17014 .pdf	Bid 17014 Lomax Arena Parking Lot Impr
Tukmol General Contractor		

ovements Final.pdf
ovements Final.pdf

ovements Final.pdf

ovements Final.pdf
1 to Bid 17014 .pdf

ovements Final.pdf

ovements Final.pdf
ovements Final.pdf

ovements Final.pdf
ovements Final.pdf
ovements Final.pdf

ovements Final.pdf

ovements Final.pdf

ovements Final.pdf

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>April 10, 2017</u>	<u>Appropriation</u>
Requested By:	<u>Corby Alexander</u>	Source of Funds: <u>N/A</u>
Department:	<u>Planning & Development</u>	Account Number: _____
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/>	_____	Amount Requested: _____
Attachments :		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

- 1. Appeal Letters - American Recyclers**
- 2. 9701 Fairmont - Permit Application**
- 3. 8300 Spencer Hwy - Permit Applications**

SUMMARY & RECOMMENDATIONS

On January 31, 2017, City Council adopted Ordinance 2017-3667 (effective March 1, 2017) requiring all donation collection bin owners to be a 501(c) (3) company. American Recyclers does not meet this requirement. Section 34-355 (c) of the ordinance allows a permit holder to file an appeal for a hearing with City Council no later than thirty (30) days after notice of the appeal is received. On March 13, 2017, the City received a request from American Recyclers appealing the City's denial of their two (2) donation bin permits.

Action Required of Council:

Consider approval or other action of an appeal by American Recyclers requesting permits to operate donation collection bins at 9701 Fairmont Parkway and 8300 Spencer Highway.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



March 13, 2017

City of La Porte
604 W. Fairmont Parkway
La Porte, TX 77571
Phone: 281-470-5077

RE: City Permit Denial

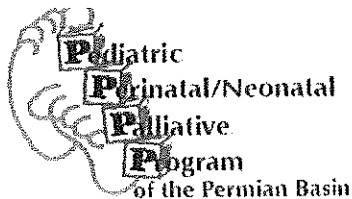
ATTN: City of La Porte Director of Planning

I have applied for two permits for Donation/Recycling Clothing Bins and was denied due to not being a Not For Profit, 501(3)(c). Please know that I am filing an appeal to the denial and wish to have this matter set for a hearing before City Council. I do not understand the decision and discrimination regarding for profits verses non-profit recycling bins. American Recyclers donates over \$100,000 per year to non-profit organizations and is highly received and respected in the communities in which we place. American Recyclers plays a major role in keeping annually 21.6 billion pounds of clothing waste from going into our local landfills. American Recyclers takes great pride in creating jobs in our communities, doing our part to save the environment, and donating to those in need by supporting great non-profit organizations such as Susan G Komen-HOUSTON/DALLAS COUNTY, American Breast Cancer Foundation, Cal Farley's Boys Ranch, Texas Boys Ranch of Lubbock, ABC's/4P's, Big Brother and Big Sisters of Southeast Texas, Youth and Senior Assistance of Rosenberg, Hill Country Senior Citizens, Tomball Pregnancy Assistance as well as major non-profits in Arizona, Louisiana and Oklahoma. I feel if you have the opportunity to learn more about our industry and the good that we serve, you would understand the importance of keeping our bins in your communities.

Thank You.

Sincerely,

Elizabeth Norris
American Recyclers
Texas Regional Sales Manager
713-539-3834



February 1, 2013

To Whom it May Concern,

The Pediatric Perinatal/Neonatal Palliative Program of the Permian Basin has chosen to partner with American Recyclers in an effort to provide the highest level of care to families who are experiencing the loss of a child with a life limiting condition. Thank you for your willingness to help our organization and in turn allow us to help families in the Permian Basin by placing American Recyclers bins at your business.

Sincerely,

Jamie Chance, MS, CGC

President, Pediatric Perinatal/Neonatal
Palliative Program of the Permian Basin



Cal Farley's provides professional programs and services in a Christ-centered atmosphere to strengthen families and support the overall development of children.

P.O. Box 1890 • Amarillo, Texas • 79174-0001
800-687-3722 • callfarley.org

March 2, 2017

American Recyclers
Attn: Elizabeth Norris
2722 Holmes Rd.
Houston, Texas 77051

Dear Ms. Norris,

Thank you for your gift of \$1,000 from your Amarillo program for Cal Farley's Boys Ranch Rodeo. With your help, Cal Farley's turns something all children need, fun and adventure, into a powerful tool for healing and learning.

We believe people reach their God-given potential by fulfilling six areas of need – safety, belonging, achievement, power, purpose and adventure. Together, these six values comprise Cal Farley's Model of Leadership and Service[®].

For Sean, gaining that sense of adventure was crucial in helping him overcome the pain of losing his father at a young age. Through group activities such as backpacking and camping, your generosity helped Sean break down the wall he built between himself and the people around him.

Sean's experiences at Cal Farley's prepared him to pursue an exciting life filled with purpose and promise. Thank you for helping Sean and so many others like him at Cal Farley's!

Sincerely,

Dan Adams
President and Chief Executive Officer

DA\jpv

This is your receipt in grateful acknowledgment of your generous contribution.
No goods or services were received by you for this donation.

**These are made monthly.*

August 10, 2015

American Recyclers
Attn: Elizabeth Norris
2722 Homes Rd.
Houston, TX 77051

Dear Ms. Norris,

Thank you again for supporting the 71st Annual Boys Ranch Rodeo benefitting Cal Farley's. We are making final preparations for the exciting event. As a Rodeo Partner you play an important role in the success of our boys and girls and of the Rodeo.

I hope you can join us for all of the action Labor Day weekend. I have reserved eight seats at the President's Luncheon and the same number of box seats at the Rodeo for you. Please see the details about the luncheon in the enclosed invitation, and return the enclosed RSVP slip noting the names of the individuals who will utilize those eight seats to my attention. Or you may call me anytime with the information. If you would like to share any additional tickets with your employees or friends, general admission tickets are available upon request. Just note the number of general admission tickets you need on your RSVP slip and I will arrange for those as well.

We are proud to recognize American Recyclers as a partner in our ads as well as on our event poster and program. *(Please remember you can share a full page color ad for us to run in the event program Ad specs are attached.)* We are also set to prominently display the American Recyclers banner in the Rodeo arena. If you have not already confirmed plans, I hope you will take advantage of the opportunity to provide a :30 spot for us to share with our audience on the jumbotron at the event. *(Specs for that are attached as well. Please provide the spot by 8/14.)*

If you haven't already confirmed plans, I hope you will take advantage of the opportunity to join us at adventureFEST. This is a fun way for you to host a booth to interact with our crowd and sample, sell or showcase products as appropriate. We can even help you come up with a kid-friendly game for our space. If you haven't already, please confirm your adventureFEST space and refer to the adventureFEST information in this packet for more details.

Thank you again for your support. If you have any questions or need any assistance in making Rodeo plans, please let me know. I look forward to seeing you at the Rodeo!

Sincerely,

Susan Carter
Senior Vice President, Development and Marketing

SC\jpv



March 9, 2017

American Recyclers
Attn: Elizabeth Norris
2722 Holmes Rd
Houston, TX 77051-1022

RE: Check # 11859


Dear Elizabeth,

We thank American Recyclers for supporting Susan G. Komen® Dallas County. We are so grateful for American Recyclers' generous gift of \$5000 received 3/6/2017 from it third-party program with the Affiliate.

American Recyclers is a valued partner and the women and men of Dallas County thank you for ensuring that they have access to the resourced they need to fight breast cancer.

If we can help you or someone you know, please contact us at 214.750.7223 or info@komen-dallas.org.

Sincerely,


Nicole Metcalf
Executive Director
Susan G. Komen® Dallas County

You rock, Elizabeth!
We sincerely appreciate your support!

This letter of thanks also serves as your receipt for income tax purposes. (Tax ID: 75-2444724) No goods or services were provided in exchange for gift amount unless stated above. The Dallas County Affiliate of Susan G. Komen® follows all charitable regulations from the Internal Revenue Service. We also ensure your gift is used exactly as you direct.

Toll Hill Office West • 5310 Harvest Hill Road • Suite 120 • Dallas, Texas 75230
214.750.7223 (o) 214.750.7226 (f) komen-dallas.org



Texas Boys Ranch

P.O. Box 5665 • Lubbock, Texas 79408
806-747-3187 • Fax, 806-747-3193

March 13, 2017

To Whom It May Concern:

I would like to offer my heartfelt appreciation to American Recyclers for their contribution to Texas Boys Ranch. Elizabeth Norris, Regional Sales Manager for American Recyclers, contacted me approximately five years ago with an offer to partner with them in Lubbock, Texas and the surrounding communities. This partnership has let to direct financial support and has benefited Texas Boys Ranch without any negative consequences.

We are pleased with this partnership and hope it continues for many years to come. I would be pleased to speak with any organization that is considering a partnership with American Recyclers.

Sincerely,

John Sigle

John Sigle, NCC, LPC
Executive Director

Sharing Jesus, Healing Hearts, Transforming Lives...



City of La Porte
Established 1892

Planning and Development Department
Tim Tietjens, Director

March 3, 2017

Ramtex Recycling, Inc.
DBA American Recyclers
2722 Holmes Rd.
Houston TX 77051

RE: Permit for Donation Collection Bin

Dear Elizabeth Norris,

The City of La Porte recently reviewed and is unable to issue permits to the properties listed below. Company Listed as American Recyclers is not a verified 501 (3) C. Both checks are included with this letter.

1. Donation Collection Bin Permit Application
Location: 8300 Spencer Hwy
Check #12240
Amount \$150.00
2. Donation Collection Bin Permit Application
Location: 9701 Fairmont Pkwy
Check # 12241
Amount \$150.00

For assistance regarding your permit application please contact Adam Tanner at
#281-470-5077.

Respectfully,

Maria Peña
CITY OF LA PORTE
INSPECTION SERVICES COORDINATOR
604 W. FAIRMONT PKWY
281-470-5072

City of La Porte
604 W. Fairmont Pkwy.
La Porte, TX 77571

Planning & Development Department
DONATION COLLECTION BIN PERMIT APPLICATION

Phone: 281.470.5073
Fax: 281.470.5005
www.laportetx.gov

MAR 02 2017

1. PROJECT INFORMATION:

DATE OF SUBMITTAL: _____

PROJECT ADDRESS (if existing):

9701 Fairmont Pkwy

HCAD PARCEL NO(s) 13-digit Tax ID(s):

043-148-000-0263

PROPERTY LEGAL DESCRIPTION:

TR 13 C-1 ABST 482 W. JONES

PERMIT FEE: \$150.00

2. PROPERTY OWNER CONTACT INFORMATION:

OWNER'S NAME:

SNACK TIME FOOD

PHONE:

832-513-9507

MAILING ADDRESS:

9701 FAIRMONT PKWY

LA PORTE, TX 77571

E-MAIL: _____

3. CHARITABLE ORGANIZATION:

☐ STATE REGISTERED AS5013C

NAME OF ORGANIZATION:

AMERICAN RECYCLERS / SUSAN G. ROMEN - Houston

PHONE 1:

713-797-1108

PHONE 2:

713-539-3834

E-MAIL:

enorris@american-recyclers.com

FAX #:

713-755-5913

MAILING ADDRESS:

2722 HOLMES RD Houston, TX 77051

CONTACT PERSON'S NAME:

ELIZABETH NORRIS

PHONE:

713-539-3834

4. APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION:

- ☐ COPY OF 5013C APPROVAL FROM IRS (INTERNAL REVENUE SERVICE)
- ☐ SUBMIT DRAWING SHOWING LOCATION OF BIN
- ☐ SUBMIT NOTARIZED AFFIDAVIT
- ☐ STATEMENT OF PROPERTY OWNER CONSENT

NOTES TO APPLICANT:

1. CHARITABLE ORGANIZATION MUST BE REGISTERED WITH STATE OF TEXAS
2. AN APPLICANT IS LIMITED TO A MAXIMUM OF (2) DONATION BIN PERMITS PER PROPERTY.
3. APPLICANT MUST PROVIDE \$1,000,000.00 GENERAL LIABILITY INSURANCE FOR EACH DONATION BIN/CONTAINER.
4. SEPARATE PERMIT AND APPLICATION IS REQUIRED FOR EACH CONTAINER REGARDLESS OF OWNERSHIP.
5. NOT A VALID PERMIT UNTIL OWNER IS NOTIFIED OF APPROVAL AND ALL APPLICABLE FEES ARE PAID IN FULL

APPLICANT PRINTED NAME:

ELIZABETH NORRIS

APPLICANT SIGNATURE:

Elizabeth Norris

(FOR STAFF USE ONLY):

SPECIAL CONDITIONS:

DENIED

1. Permit conditions as per City Ordinance 2017 - 3667

Company is not a verified 501 (c)(3) they are FOR PROFIT. Per Clark Askins, we should deny this permit.

Denied

Approved for Issuance By:

AIR

Date:

3-2-17

☐ Active Code Enforcement Case

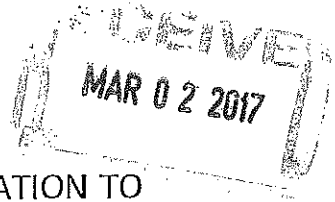
PERMIT NO.:

17-0344



City of La Porte
Established 1892

Planning and Development Department



AUTHORIZATION BY PROPERTY OWNER FOR CHARITABLE ORGANIZATION TO
PLACE PERMITTED DONATION COLLECTION BIN ON PREMISE

I, MALIK MOMIN, OWNER OF OR AUTHORIZED AGENT FOR
SNACK TIME FOOD MART, WHICH OWNS REAL PROPERTY LOCATED
AT 9701 W FAIRMONT PKWY, IN LA PORTE, TEXAS, (THE "PROPERTY"
HEREIN) HEREBY GIVE AUTHORIZATION TO SUSAN G. IKOMEN HOUSTON,
A CHARITABLE ORGANIZATION, TO PLACE ONE (1) DONATION COLLECTION BIN ON THE
PROPERTY.

THE FOREGOING AUTHORIZATION IS VALID ONLY SO LONG AS
AMERICAN RECYCLERS IS IN RECEIPT OF AND HOLDS A VALID PERMIT
ISSUED BY THE CITY OF LA PORTE, TEXAS FOR THE PLACEMENT OF A DONATION
COLLECTION BIN ON THE PROPERTY.

MALIK MOMIN, OWNER OF THE PROPERTY,
ACKNOWLEDGES THAT IT IS SUBJECT TO THE FILING OF CRIMINAL CHARGES BASED ON
THE VIOLATION OF REGULATIONS PROMULGATED UNDER CHAPTER 34, ARTICLE VII OF
THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS FOR THE PERMITTING,
PLACEMENT, AND CONDITION OF DONATION COLLECTION BINS, AND FURTHER
ACKNOWLEDGES THAT EACH CHARGE CARRIES A MAXIMUM FINE OF \$500.

FURTHERMORE, MALIK MOMIN ACKNOWLEDGES
THAT THE CITY OF LA PORTE SHALL HAVE THE AUTHORITY TO ABATE NUISANCES
ASSOCIATED WITH THE DISPLAY OF A DONATION COLLECTION BIN ON THE PROPERTY
AND THAT IT MAY ATTACH A LIEN ON THE PROPERTY FOR ABATEMENT OF ANY
VIOLATION THAT IS DEEMED A PUBLIC NUISANCE UNDER THE PROCEDURES CONTAINED
IN CHAPTER 34, ARTICLE IV "UNSANITARY, UNSIGHTLY CONDITIONS ON PRIVATE
PREMISES", OF THE CODE OF ORDINANCES, CITY OF LA PORTE, TEXAS.

MOMIN
BY:

02/20/17
DATE:



Katie Williams
2-20-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
T E I Insurance Agency, Inc.
P. O. Box 850746
Mesquite, TX 75185-0746

CONTACT NAME: Travis Williams

PHONE (A/C, No. Ext): 800.727.7124

FAX (A/C, No.): 972.288.2608

E-MAIL
ADDRESS:

INSURED
Ramtex Recycling, Inc
American Recyclers
P.O. Box 300205
Houston TX 772300685

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Underwriters at Lloyds

INSURER B: State National Insurance Co.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

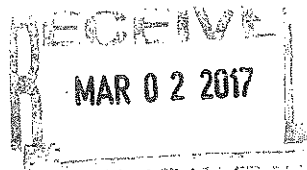
CERTIFICATE NUMBER: GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		RFA50815	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
						\$
B	AUTOMOBILE LIABILITY		QDX-TX000498-00	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)



CERTIFICATE HOLDER

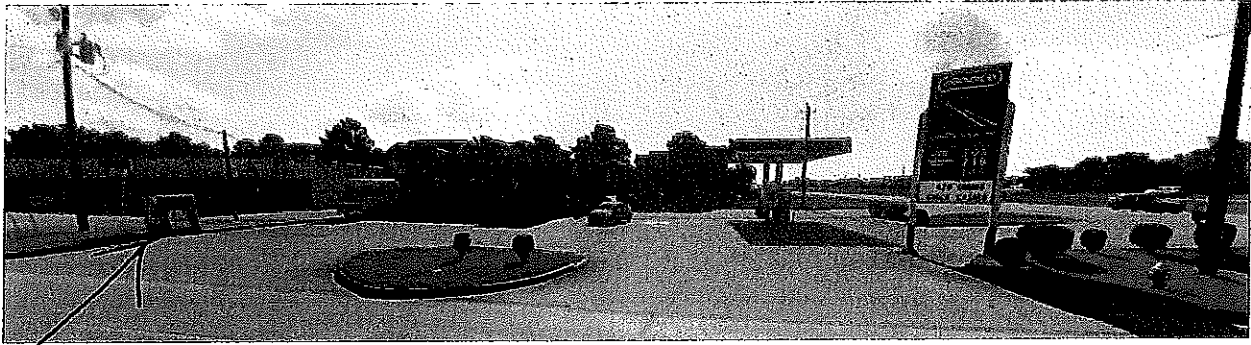
CANCELLATION

Snacktime Food Mart
9701 Fairmont Parkway
La Porte, TX 77571

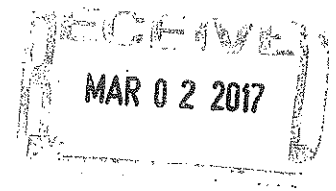
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Pool



BIN





RECEIVED
MAR 02 2017

25 YEARS

MAR 02 2017

SUSAN G. KOMEN® HOUSTON
COMMUNITY PARTNERSHIP AGREEMENT

Thank you for supporting Susan G. Komen® Houston. Your support will help provide funding for research, education, screening and treatment for underinsured and underserved women throughout the Houston area.

COMMUNITY PARTNER INFORMATION:

Name of Company, Institution, Individual: AMERICAN RECYCLERS
Contact Name: ELIZABETH NORRIS
Address: 2722 HOLMES RD
City: HOUSTON State: TX Zip: 77057 Tax ID/EIN: 47-3543896
Email Address: enorris@american-recyclers.com Website: AMERICAN-RECYCLERS.COM
Phone: (713) 539-3834 Fax: (713) 795-5913

PARTNERSHIP/EVENT INFORMATION:

Name of Partnership/Event: CLOTHING RECYCLING PROGRAM
Date: _____
Time: _____
Address/Location of Event: ALL BIN LOCATIONS
Short Description of Partnership: NAME TO BE PLACED ON RECYCLING
BINS.
How will funds be raised? A DOWN PAYMENT OF \$5,000 WILL
BE MADE WITH 3 PAYMENTS OF \$5,000
TO FOLLOW.

SAWYER 700 HOUSTON TX 77007

713-539-3834 WWW.SUSAN-KOMEN-HOUSTON.ORG 713-283-9117

☐ \$500 - \$2,499 - For events that anticipate a net income of \$500 or more, Komen Houston will grant the use of our name and logo, as well as partnership will be added to the Komen Houston website.

☐ > \$2,500 - For events that anticipate a net income of \$2,500 or more, Komen Houston will grant the use of our name and logo, as well as partnership will be added to the Komen Houston website and included in one blast email and one social media post.

DONATION PAYMENT SCHEDULE:

☒ Advance payment of \$5,000 due to Komen Houston.

☐ Payment of all donations accrued is due to Komen Houston 30 days after the end of Partnership/Event on _____.

☐ Other (explain schedule):

\$ 20,000 yearly

HOW WILL YOU PROMOTE THE PARTNERSHIP/EVENT? (please select which applies to you)

☒ Website

☐ Email Campaign

☐ Print Ads

☐ Radio

* All printed materials and other publicity to be published with the Komen Houston logo or name must be submitted for review and approval by an authorized Komen Houston representative prior to printing and distribution.

STANDARD TERMS AND CONDITIONS

1. **Susan G. Komen for the Cure.** The Komen Affiliate is a non-profit organization exempt from federal income tax pursuant to Internal Revenue Code section 501(c)(3). The Komen Affiliate is affiliated by agreement with The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure ("Komen"). A Community Partner is defined as any organization, group and individual that would like to host a charitable special event or promotion to benefit the mission of Komen Houston. Community Partner and the Komen Affiliate agree that Komen is an intended Community Partner beneficiary under this Agreement.

2. **Term.** The term of the Agreement shall commence on the Effective Date and shall terminate 30 days after the end of the Event; provided that the provisions of Sections 5.B., 8, 9, 12, 13, 17 and 18 shall forever survive termination of this Agreement.

3. **Payment of Monies.** Community Partner shall be responsible for handling all monies in connection with the Event. All donations accrued in connection with the Event shall be sent to the Komen Affiliate by check at the Komen Affiliate address listed on Page 1 of this Agreement.

4. **Operations and Costs.** The parties acknowledge and agree that Community Partner will be solely responsible for conducting the Event and for all operational aspects of the Event including, but not limited to, the safe and lawful conduct of the Event and ensuring that the Event is conducted in a professional manner befitting the parties' respective outstanding public images. Community Partner shall be solely responsible for all costs and expenses associated with the Event.

5. **Licensed Marks.**

A. The Komen Affiliate is a licensee of Komen with respect to the Licensed Marks. The Komen Affiliate grants to Community Partner a limited, non-exclusive sublicense to use the Licensed Marks during the term of this Agreement. Community Partner shall be prohibited from transferring, sublicensing or assigning its rights to use the Licensed Marks. In the event of a breach of this Agreement by Community Partner, Komen and/or the Komen Affiliate may require the removal of the Licensed Marks at any time from any materials developed in connection with the Event. The Komen Affiliate and Community Partner agree that all right, title and interest in and to the Licensed Marks shall inure to the sole benefit of Komen.

B. Community Partner grants to the Komen Affiliate a limited, non-exclusive license to use the Community Partner name and logo provided by the Community Partner for the sole purpose of acknowledging the Event; provided, however, that any other use by the Komen Affiliate of intellectual property rights owned by Community Partner requires Community Partner's prior written consent.

6. **Promotion.** Community Partner shall be solely responsible for promoting the Event and may do so in the manner and to the extent agreed upon in advance with the Komen Affiliate. Community Partner shall provide to Komen

Affiliate access to and right to use any database of consumer information generated through the Event, without charge, to the extent permitted by applicable law or otherwise.

7. **Permission to Link.** Komen Affiliate may grant Community Partner permission to provide a link from its website to the Komen Affiliate's website. The Komen Affiliate reserves the right to withdraw such permission at any time in the future, but any such withdrawal shall not terminate or otherwise modify this Agreement. Upon termination of the Event or this Agreement, whichever is earlier, and in the event such permission to link is granted to Community Partner, Community Partner shall have 14 days to remove the above-referenced link from its website.

8. **Compliance with Laws.**

A. Community Partner agrees to comply with all laws relating to the promotion and conduct of the Event and its activities under this Agreement, including, without limitation, all consumer and other disclosure requirements. Community Partner further agrees to file all appropriate registrations and post all necessary bonds, and obtain all permits, releases, consents, licenses and approvals, necessary for promoting and conducting the Event.

B. The parties acknowledge that, depending on the structure of the Event, certain state co-venturer laws may apply. In such case, and with respect to Event activities in the state of New York, Komen Affiliate may cancel this Agreement in the state of New York by sending written notice of cancellation to Community Partner at its address listed on Page 1 of this Agreement, with a duplicate notice to: State of New York, Office of the Attorney General, Charities Bureau, 120 Broadway, New York, NY 10271, within 15 days after this Agreement is filed with the New York Attorney General's Office. Further, if any part of the Event occurs in New Jersey, Georgia or New Hampshire, the Event may be subject to the following: (i) New Jersey Charitable Registration and Investigation Act (N.J. Stat. § 45:17A-18 et seq.) and any rules adopted pursuant thereto; (ii) Title 43, Chapter 17 of the Georgia Code; and (iii) Section 7:28 of the New Hampshire Statutes. For Event activities in South Carolina, the Komen Affiliate registration number in South Carolina is SC-1681.

9. **INDEMNITY.** EACH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT THE OTHER PARTY MAY INCUR BY REASON OF (A) THE INDEMNIFYING PARTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (B) ANY CLAIM(S) OR LAW SUIT(S) BROUGHT BY A PARTY THAT IS NOT A PARTY TO THIS AGREEMENT ARISING OUT OF, OR IN CONNECTION WITH, (1) THE INDEMNIFYING PARTY'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT OR (2) ANY SERVICE

RECEIVED
MAR 02 2017

11. Default and Early Termination. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement by written notice thereof to the defaulting party. In the event of an early termination, the parties shall proceed in a commercially reasonable manner and in good faith to facilitate a professional separation. In the event of an early termination due to a breach by Komen Affiliate, Komen Affiliate shall be entitled to all donations due under this Agreement up to the date of termination; provided, however, that, in the event of a Flat Donation, Komen Affiliate shall be entitled to a pro-rated portion of the Flat Donation if (i) the Event was promoted prior to the date of termination, or (ii) the Flat Donation was publically disclosed prior to the date of termination. In the event of an early termination due to a breach by Community Partner, Komen Affiliate shall be entitled to all donations due under this Agreement up to the date of termination, including, but not limited to, the full guaranteed minimum donation or full flat donation, as the case may be. The provisions of this Section 11 shall not preclude the parties from seeking any other remedies available to them under this Agreement and applicable law.

12. Dispute Resolution. In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Any party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in the city in which the Komen Affiliate is located. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that Komen and/or the Komen Affiliate believes that immediate injunctive relief is required to protect the Licensed Marks, Komen and/or the Komen Affiliate may

in legal proceedings other than as set forth herein.

15. Entire Agreement. This Agreement supersedes any prior understandings or oral agreements between Community Partner and the Komen Affiliate regarding the subject matter hereof and constitutes the entire understanding and agreement of such parties with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties between Community Partner and the Komen Affiliate regarding the subject matter hereof other than those set forth herein.

16. Assignment. No party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement, or any rights or obligations hereunder, without the prior written consent of the other parties, which shall not be unreasonably withheld. Any attempt to assign this Agreement in contravention of this Section 16 shall be void and of no force and effect.

17. Notices. Any notice hereunder shall be in writing and shall be effective (i) when personally delivered or when transmitted via facsimile with receipt confirmed; or (ii) the next business day following deposit with a reputable courier service for overnight delivery. All notices shall be forwarded to the address of each party listed on Page 1 of this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Komen Affiliate is located ("State of Choice"). Any dispute arising out of, or in connection with this Agreement that is not resolved under Section 12 shall be filed and heard in the state or federal courts of the State of Choice, and the parties consent to the exclusive jurisdiction of such courts.

19. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

By executing this Agreement, Community Partner agrees to be bound by the Standard Terms and Conditions as set forth on Page 3 of this Agreement, which are hereby incorporated herein as if set forth in their entirety. All terms set forth in all bold and capitalized letters herein shall have the meaning specifically designated above. The signers of this Agreement hereby warrant that they have read and agree to the terms, conditions and provisions of this Agreement, including the Standard Terms & Conditions, and have full power and authority to sign for and bind their respective organizations.

AGREED AND ACCEPTED BY:

COMMUNITY PARTNER
REPRESENTATIVE

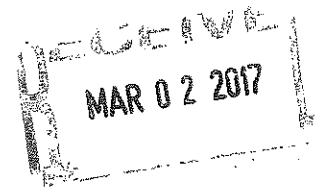
By: Elizabeth Norris
Title: Regional Sales Manager
Date: 11-13-15

SUSAN G. KOMEN® HOUSTON

By: Adriana M. Higgins
Title: Executive Director
Date: 3/9/16

Funds should be made payable to: Komen Houston

Susan G. Komen® Houston
Attn: Community Partnerships
602 Sawyer Ste. 201
Houston, TX 77007



Pena, Maria

From: Pena, Maria
Sent: Wednesday, March 08, 2017 9:07 AM
To: 'enorris@american-recyclers.com'
Cc: Tanner, Adam
Subject: 9701 Fairmont Pkwy and 8300 Spencer Hwy
Attachments: Denied Permit.docx

Importance: High

Good Morning,

I was able to mail you last week the (2) checks and letter regarding status of the Donation Collection Bin Permit Applications for 9701 Fairmont Pkwy and 8300 Spencer Hwy.

I am just following up to make sure you received the checks and the letter. (see attachment)

Please confirm receipt of letter and checks. Let me know if I may be of further assistance.

Respectfully,

Maria Peña

CITY OF LA PORTE
INSPECTION SERVICES COORDINATOR
604 W. FAIRMONT PKWY
281-470-5072



March 3, 2017

Ramtex Recycling, Inc.
DBA American Recyclers
2722 Holmes Rd.
Houston TX 77051

RE: Permit for Donation Collection Bin

Dear Elizabeth Norris,

The City of La Porte recently reviewed and is unable to issue permits to the properties listed below. Company Listed as American Recyclers is not a verified 501 (3) C. Both checks are included with this letter.

1. Donation Collection Bin Permit Application
Location: 8300 Spencer Hwy
Check #12240
Amount \$150.00
2. Donation Collection Bin Permit Application
Location: 9701 Fairmont Pkwy
Check # 12241
Amount \$150.00

For assistance regarding your permit application please contact Adam Tanner at

#281-470-5077.

Respectfully,

Maria Peña

CITY OF LA PORTE
INSPECTION SERVICES COORDINATOR
604 W. FAIRMONT PKWY
281-470-5072

City of La Porte
604 W. Fairmont Pkwy.
La Porte, TX 77571

Planning & Development Department
DONATION COLLECTION BIN PERMIT APPLICATION

Phone: 281.470.5073
Fax: 281.470.5005
www.laportetx.gov

1. PROJECT INFORMATION:

DATE OF SUBMITTAL: _____

PROJECT ADDRESS (if existing):

8300 Spencer Hwy

HCAD PARCEL NO(s) 13-digit Tax ID(s):

118-181-001-0001

PROPERTY LEGAL DESCRIPTION:

BLK 1; TR 1; College View

PERMIT FEE: \$150.00

MAR 02 2017

2. PROPERTY OWNER CONTACT INFORMATION:

OWNER'S NAME:

MUKESH PATEL

PHONE:

713-514-6601

MAILING ADDRESS:

8300 SPENCER HWY LAPORTE

E-MAIL: _____

3. CHARITABLE ORGANIZATION:

☐ STATE REGISTERED AS5013C

NAME OF ORGANIZATION:

AMERICAN RECYCLERS / SUSAN G. KEMEN-HOUSTON

PHONE 1:

713-797-1108

PHONE 2:

713-539-3834

E-MAIL:

enorris@american-recyclers.com

FAX #:

713-795-5913

MAILING ADDRESS:

2722 HOLMES RD HOUSTON, TX. 77051

CONTACT PERSON'S NAME:

ELIZABETH NORRIS

PHONE:

713-539-3834

4. APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION:

- ☐ COPY OF 5013C APPROVAL FROM IRS (INTERNAL REVENUE SERVICE)
- ☐ SUBMIT DRAWING SHOWING LOCATION OF BIN
- ☐ SUBMIT NOTARIZED AFFIDAVIT
- ☐ STATEMENT OF PROPERTY OWNER CONSENT

NOTES TO APPLICANT:

1. CHARITABLE ORGANIZATION MUST BE REGISTERED WITH STATE OF TEXAS
2. AN APPLICANT IS LIMITED TO A MAXIMUM OF (2) DONATION BIN PERMITS PER PROPERTY.
3. APPLICANT MUST PROVIDE \$1,000,000.00 GENERAL LIABILITY INSURANCE FOR EACH DONATION BIN/CONTAINER.
4. SEPERATE PERMIT AND APPLICATION IS REQUIRED FOR EACH CONTAINER REGARDLESS OF OWNERSHIP.
5. NOT A VALID PERMIT UNTIL OWNER IS NOTIFIED OF APPROVAL AND ALL APPLICABLE FEES ARE PAID IN FULL

APPLICANT PRINTED NAME:

ELIZABETH NORRIS

APPLICANT SIGNATURE:

Elizabeth Norris

(FOR STAFF USE ONLY):

SPECIAL CONDITIONS:

DENIED

1. Permit conditions as per City Ordinance 2017 - 3667

Company is not a verified 501(c)(3) - Per Clark Atkins, we should deny this permit. The company is a FOR PROFIT company

Denied

Approved for Issuance By:

Ad Te

Date:

3-2-17

☐ Active Code Enforcement Case

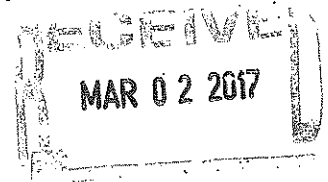
PERMIT NO.:

17-0343



City of La Porte Planning and Development Department

Established 1892



AUTHORIZATION BY PROPERTY OWNER FOR CHARITABLE ORGANIZATION TO PLACE PERMITTED DONATION COLLECTION BIN ON PREMISE

I, MUKESH PATEL, OWNER OF OR AUTHORIZED AGENT FOR 8300 ROAD 4 TEXAS, WHICH OWNS REAL PROPERTY LOCATED AT 8300 SPENCER HWY L.P.T., IN LA PORTE, TEXAS, (THE "PROPERTY" HEREIN) HEREBY GIVE AUTHORIZATION TO American Recyclers, A CHARITABLE ORGANIZATION, TO PLACE ONE (1) DONATION COLLECTION BIN ON THE PROPERTY.

THE FOREGOING AUTHORIZATION IS VALID ONLY SO LONG AS American Recyclers IS IN RECEIPT OF AND HOLDS A VALID PERMIT ISSUED BY THE CITY OF LA PORTE, TEXAS FOR THE PLACEMENT OF A DONATION COLLECTION BIN ON THE PROPERTY.

MUKESH PATEL, OWNER OF THE PROPERTY, ACKNOWLEDGES THAT IT IS SUBJECT TO THE FILING OF CRIMINAL CHARGES BASED ON THE VIOLATION OF REGULATIONS PROMULGATED UNDER CHAPTER 34, ARTICLE VII OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS FOR THE PERMITTING, PLACEMENT, AND CONDITION OF DONATION COLLECTION BINS, AND FURTHER ACKNOWLEDGES THAT EACH CHARGE CARRIES A MAXIMUM FINE OF \$500.

FURTHERMORE, MUKESH PATEL ACKNOWLEDGES THAT THE CITY OF LA PORTE SHALL HAVE THE AUTHORITY TO ABATE NUISANCES ASSOCIATED WITH THE DISPLAY OF A DONATION COLLECTION BIN ON THE PROPERTY AND THAT IT MAY ATTACH A LIEN ON THE PROPERTY FOR ABATEMENT OF ANY VIOLATION THAT IS DEEMED A PUBLIC NUISANCE UNDER THE PROCEDURES CONTAINED IN CHAPTER 34, ARTICLE IV "UNSANITARY, UNSIGHTLY CONDITIONS ON PRIVATE PREMISES", OF THE CODE OF ORDINANCES, CITY OF LA PORTE, TEXAS.

BY: Mukesh Patel
DATE: 2-23-2017



Katie Williams
2-23-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER T E I Insurance Agency, Inc. P. O. Box 850746 Mesquite, TX 75185-0746	CONTACT NAME: Travis Williams PHONE (A/C No. Ext): 800.727.7124 FAX (A/C No.): 972.288.2608 E-MAIL: ADDRESS:														
INSURED Ramtex Recycling, Inc American Recyclers P.O. Box 300205 Houston TX 772300685	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Underwriters at Lloyds</td><td></td></tr><tr><td>INSURER B: State National Insurance Co.</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Underwriters at Lloyds		INSURER B: State National Insurance Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Underwriters at Lloyds															
INSURER B: State National Insurance Co.															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		KFA50815	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY		QDX-TX000498-00	11/01/2016	11/01/2017	PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				BODILY INJURY (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				PROPERTY DAMAGE (Per accident) \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			AGGREGATE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					
						WC STATUTORY LIMITS OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RECEIVED
MAR 02 2017

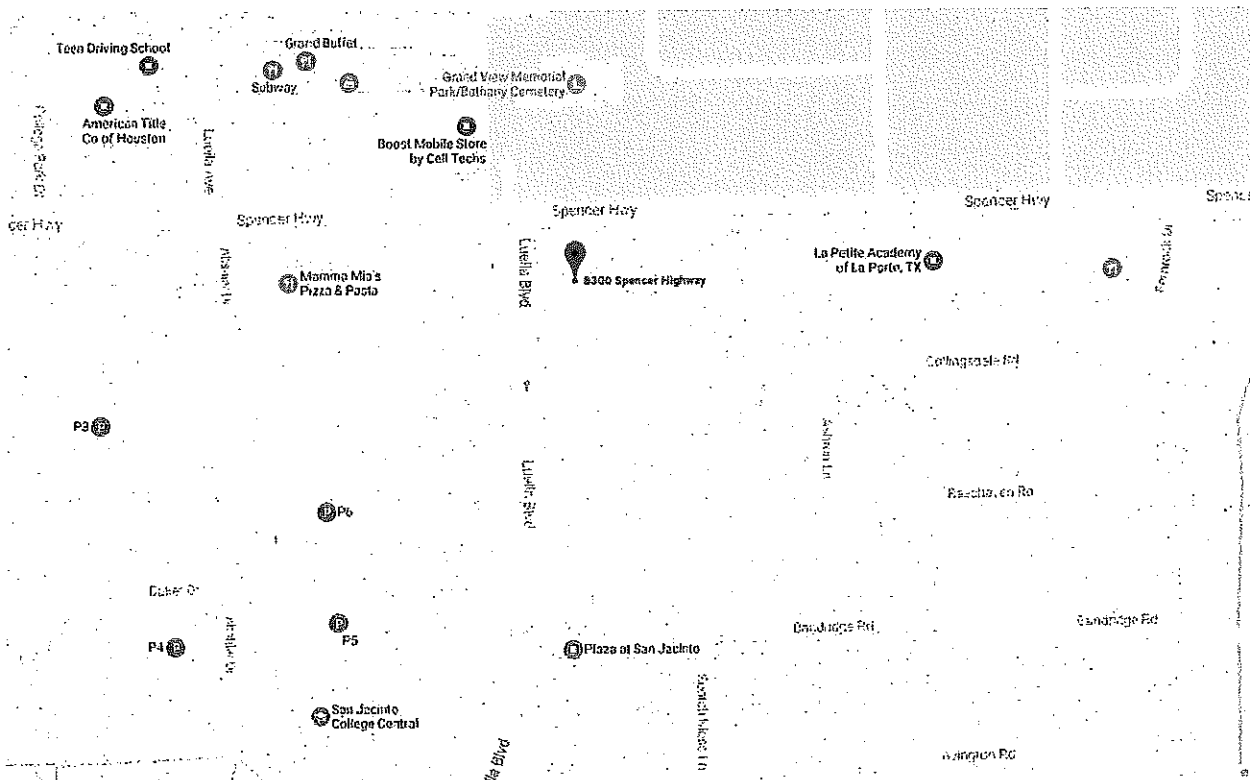
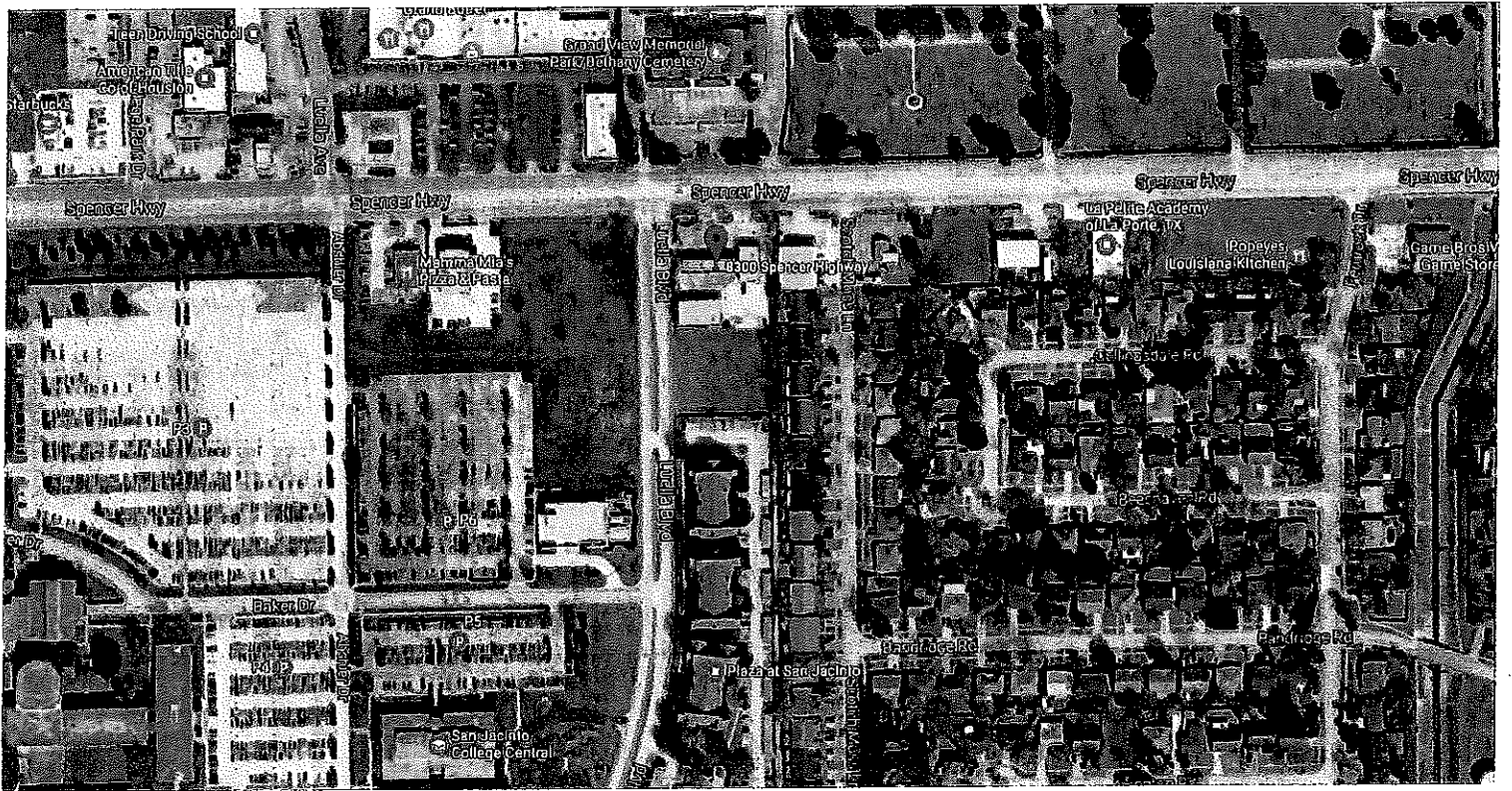
CERTIFICATE HOLDER**CANCELLATION**

Rowdys #10
300 Spencer Hwy
La Porte, TX 77571

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Pool



MAR 02 2017



BIN

MAR 02 2017

HOUSTON
25 YEARS

RECEIVED
MAR 02 2017

SUSAN G. KOMEN® HOUSTON
COMMUNITY PARTNERSHIP AGREEMENT

Thank you for supporting Susan G. Komen® Houston. Your support will help provide funding for research, education, screening and treatment for underinsured and underserved women throughout the Houston area.

COMMUNITY PARTNER INFORMATION:

Name of Company, Institution, Individual: AMERICAN RECYCLERS
Contact Name: ELIZABETH NORRIS
Address: 2722 HOLMES RD
City: HOUSTON State: TX Zip: 77057 Tax ID/EIN: 47-3543896
Email Address: ENORRIS@AMERICAN-RECYCLERS.COM Website: AMERICAN-RECYCLERS.COM
Phone: (713) 539-3834 Fax: (713) 795-5913

PARTNERSHIP/EVENT INFORMATION:

Name of Partnership/Event: CLOTHING RECYCLING PROGRAM
Date: _____
Time: _____
Address/Location of Event: ALL BIN LOCATIONS
Short Description of Partnership: NAME TO BE PLACED ON RECYCLING
bins.
How will funds be raised? A DOWN PAYMENT OF \$5,000 WILL
BE MADE WITH 3 PAYMENTS OF \$5,000
TO FOLLOW.

SAWYER

201 HOUSTON, TX

77002

713-783-0114 WWW.KOMEN-HOUSTON.ORG

713-783-0114

☐ \$500 - \$2,499 - For events that anticipate a net income of \$500 or more, Komen Houston will grant the use of our name and logo, as well as partnership will be added to the Komen Houston website.

☐ > \$2,500 - For events that anticipate a net income of \$2,500 or more, Komen Houston will grant the use of our name and logo, as well as partnership will be added to the Komen Houston website and included in one blast email and one social media post.

DONATION PAYMENT SCHEDULE:

☒ Advance payment of \$5,000 due to Komen Houston.

☐ Payment of all donations accrued is due to Komen Houston 30 days after the end of Partnership/Event on _____.

☐ Other (explain schedule):

\$ 20,000 yearly

HOW WILL YOU PROMOTE THE PARTNERSHIP/EVENT?: (please select which applies to you)

☒ Website ☐ Email Campaign ☐ Print Ads ☐ Radio

* All printed materials and other publicity to be published with the Komen Houston logo or name must be submitted for review and approval by an authorized Komen Houston representative prior to printing and distribution.

STANDARD TERMS AND CONDITIONS

1. Susan G. Komen for the Cure. The Komen Affiliate is a non-profit organization exempt from federal income tax pursuant to Internal Revenue Code section 501(c)(3). The Komen Affiliate is affiliated by agreement with The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure ("Komen"). A Community Partner is defined as any organization, group and individual that would like to host a charitable special event or promotion to benefit the mission of Komen Houston. Community Partner and the Komen Affiliate agree that Komen is an intended Community Partner beneficiary under this Agreement.

2. Term. The term of the Agreement shall commence on the Effective Date and shall terminate 30 days after the end of the Event; provided that the provisions of Sections 5.B., 8, 9, 12, 13, 17 and 18 shall forever survive termination of this Agreement.

3. Payment of Monies. Community Partner shall be responsible for handling all monies in connection with the Event. All donations accrued in connection with the Event shall be sent to the Komen Affiliate by check at the Komen Affiliate address listed on Page 1 of this Agreement.

4. Operations and Costs. The parties acknowledge and agree that Community Partner will be solely responsible for conducting the Event and for all operational aspects of the Event including, but not limited to, the safe and lawful conduct of the Event and ensuring that the Event is conducted in a professional manner befitting the parties' respective outstanding public images. Community Partner shall be solely responsible for all costs and expenses associated with the Event.

5. Licensed Marks.

A. The Komen Affiliate is a licensee of Komen with respect to the Licensed Marks. The Komen Affiliate grants to Community Partner a limited, non-exclusive sublicense to use the Licensed Marks during the term of this Agreement. Community Partner shall be prohibited from transferring, sublicensing or assigning its rights to use the Licensed Marks. In the event of a breach of this Agreement by Community Partner, Komen and/or the Komen Affiliate may require the removal of the Licensed Marks at any time from any materials developed in connection with the Event. The Komen Affiliate and Community Partner agree that all right, title and interest in and to the Licensed Marks shall inure to the sole benefit of Komen.

B. Community Partner grants to the Komen Affiliate a limited, non-exclusive license to use the Community Partner name and logo provided by the Community Partner for the sole purpose of acknowledging the Event; provided, however, that any other use by the Komen Affiliate of intellectual property rights owned by Community Partner requires Community Partner's prior written consent.

6. Promotion. Community Partner shall be solely responsible for promoting the Event and may do so in the manner and to the extent agreed upon in advance with the Komen Affiliate. Community Partner shall provide to Komen

Affiliate access to and right to use any database of consumer information generated through the Event, without charge, to the extent permitted by applicable law or otherwise.

7. Permission to Link. Komen Affiliate may grant Community Partner permission to provide a link from its website to the Komen Affiliate's website. The Komen Affiliate reserves the right to withdraw such permission at any time in the future, but any such withdrawal shall not terminate or otherwise modify this Agreement. Upon termination of the Event or this Agreement, whichever is earlier, and in the event such permission to link is granted to Community Partner, Community Partner shall have 14 days to remove the above-referenced link from its website.

8. Compliance with Laws.

A. Community Partner agrees to comply with all laws relating to the promotion and conduct of the Event and its activities under this Agreement, including, without limitation, all consumer and other disclosure requirements. Community Partner further agrees to file all appropriate registrations and post all necessary bonds, and obtain all permits, releases, consents, licenses and approvals, necessary for promoting and conducting the Event.

B. The parties acknowledge that, depending on the structure of the Event, certain state co-venturer laws may apply. In such case, and with respect to Event activities in the state of New York, Komen Affiliate may cancel this Agreement in the state of New York by sending written notice of cancellation to Community Partner at its address listed on Page 1 of this Agreement, with a duplicate notice to: State of New York, Office of the Attorney General, Charities Bureau, 120 Broadway, New York, NY 10271, within 15 days after this Agreement is filed with the New York Attorney General's Office. Further, if any part of the Event occurs in New Jersey, Georgia or New Hampshire, the Event may be subject to the following: (i) New Jersey Charitable Registration and Investigation Act (N.J. Stat. § 45:17A-18 et seq.) and any rules adopted pursuant thereto; (ii) Title 43, Chapter 17 of the Georgia Code; and (iii) Section 7:28 of the New Hampshire Statutes. For Event activities in South Carolina, the Komen Affiliate registration number in South Carolina is SC-1681.

9. INDEMNITY. EACH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT THE OTHER PARTY MAY INCUR BY REASON OF (A) THE INDEMNIFYING PARTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (B) ANY CLAIM(S) OR LAW SUIT(S) BROUGHT BY A PARTY THAT IS NOT A PARTY TO THIS AGREEMENT ARISING OUT OF, OR IN CONNECTION WITH, (I) THE INDEMNIFYING PARTY'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT OR (II) ANY SERVICE

RECEIVED
MAR 02 2017

11. **Default and Early Termination.** If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement by written notice thereof to the defaulting party. In the event of an early termination, the parties shall proceed in a commercially reasonable manner and in good faith to facilitate a professional separation. In the event of an early termination due to a breach by Komen Affiliate, Komen Affiliate shall be entitled to all donations due under this Agreement up to the date of termination; provided, however, that, in the event of a Flat Donation, Komen Affiliate shall be entitled to a pro-rated portion of the Flat Donation if (i) the Event was promoted prior to the date of termination, or (ii) the Flat Donation was publicly disclosed prior to the date of termination. In the event of an early termination due to a breach by Community Partner, Komen Affiliate shall be entitled to all donations due under this Agreement up to the date of termination, including, but not limited to, the full guaranteed minimum donation or full flat donation, as the case may be. The provisions of this Section 11 shall not preclude the parties from seeking any other remedies available to them under this Agreement and applicable law.

12. **Dispute Resolution.** In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Any party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in the city in which the Komen Affiliate is located. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that Komen and/or the Komen Affiliate believes that immediate injunctive relief is required to protect the Licensed Marks, Komen and/or the Komen Affiliate may

no legal relationship other than as contemplated hereby by this Agreement.

15. **Entire Agreement.** This Agreement supersedes any prior understandings or oral agreements between Community Partner and the Komen Affiliate regarding the subject matter hereof and constitutes the entire understanding and agreement of such parties with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties between Community Partner and the Komen Affiliate regarding the subject matter hereof other than those set forth herein.

16. **Assignment.** No party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement, or any rights or obligations hereunder, without the prior written consent of the other parties, which shall not to be unreasonably withheld. Any attempt to assign this Agreement in contravention of this Section 16 shall be void and of no force and effect.

17. **Notices.** Any notice hereunder shall be in writing and shall be effective (i) when personally delivered or when transmitted via facsimile with receipt confirmed; or (ii) the next business day following deposit with a reputable courier service for overnight delivery. All notices shall be forwarded to the address of each party listed on Page 1 of this Agreement.

18. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Komen Affiliate is located ("State of Choice"). Any dispute arising out of or in connection with this Agreement that is not resolved under Section 12 shall be filed and heard in the state or federal courts of the State of Choice, and the parties consent to the exclusive jurisdiction of such courts.

19. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

By executing this Agreement, Community Partner agrees to be bound by the Standard Terms and Conditions as set forth on Page 3 of this Agreement, which are hereby incorporated herein as if set forth in their entirety. All terms set forth in all bold and capitalized letters herein shall have the meaning specifically designated above. The signers of this Agreement hereby warrant that they have read and agree to the terms, conditions and provisions of this Agreement, including the Standard Terms & Conditions, and have full power and authority to sign for and bind their respective organizations.

AGREED AND ACCEPTED BY:

**COMMUNITY PARTNER
REPRESENTATIVE**

By:

Title:

Date:

Elyabeth News
Regional Sales Manager
11-13-15

SUSAN G. KOMEN@ HOUSTON

BY:

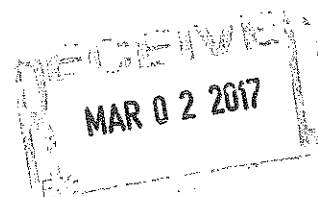
Title:

Date:

Adrian D. Higgins
Executive Director
3/9/16

Funds should be made payable to: *Komen Houston*

Susan G. Komen@ Houston
Attn: Community Partnerships
602 Sawyer St. 201
Houston, TX 77007



Mar 3, 2017 8:10:33 AM CST

File Edit Commands Help

SUNGARD PUBLIC SECTOR

NavLine

Property Description Inquiry

Location ID:29328

HCAD Number:118-181-001-0001

Alternate Search Method:

Location address:8300 SPENCER HWYCLP

Primary related party:JAIN ATUL K

TR 1 BLK 1

COLLEGE VIEW

✓ OK

✗ Exit

⌂ Cancel

Address

Related party d...

Pena, Maria

From: Pena, Maria
Sent: Wednesday, March 08, 2017 9:07 AM
To: 'enorris@american-recyclers.com'
Cc: Tanner, Adam
Subject: 9701 Fairmont Pkwy and 8300 Spencer Hwy
Attachments: Denied Permit.docx

Importance: High

Good Morning,

I was able to mail you last week the (2) checks and letter regarding status of the Donation Collection Bin Permit Applications for 9701 Fairmont Pkwy and 8300 Spencer Hwy.

I am just following up to make sure you received the checks and the letter. (see attachment)

Please confirm receipt of letter and checks. Let me know if I may be of further assistance.

Respectfully,

Maria Peña

CITY OF LA PORTE
INSPECTION SERVICES COORDINATOR
604 W. FAIRMONT PKWY
281-470-5072



March 3, 2017

Ramtex Recycling, Inc.
DBA American Recyclers
2722 Holmes Rd.
Houston TX 77051

RE: Permit for Donation Collection Bin

Dear Elizabeth Norris,

The City of La Porte recently reviewed and is unable to issue permits to the properties listed below. Company Listed as American Recyclers is not a verified 501 (3) C. Both checks are included with this letter.

1. Donation Collection Bin Permit Application
Location: 8300 Spencer Hwy
Check #12240
Amount \$150.00
2. Donation Collection Bin Permit Application
Location: 9701 Fairmont Pkwy
Check # 12241
Amount \$150.00

For assistance regarding your permit application please contact Adam Tanner at

#281-470-5077.

Respectfully,

Maria Peña

CITY OF LA PORTE
INSPECTION SERVICES COORDINATOR
604 W. FAIRMONT PKWY
281-470-5072



**Council Agenda Item
April 10, 2017**

8. (a) Receive report of the Fiscal Affairs Committee – Councilmember Engelken



Council Agenda Item April 10, 2017

9. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, April 20, 2017
- City Council Meeting, Monday, April 24, 2017
- Zoning Board of Adjustment Meeting, Thursday, April 27, 2017

10. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp, Clausen, J. Martin and Mayor Rigby

11. EXECUTIVE SESSION

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

Texas Government Code, Section 551.074 - Personnel Matter: Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Denise Mitrano, Municipal Court Judge.

12. RECONVENE into regular session and consider action, if any, on item(s) discussed in executive session.

13. ADJOURN
